



LAND TITLE CERTIFICATE

S
 LINC SHORT LEGAL TITLE NUMBER
 0030 756 407 0413768;27B 101 223 615

LEGAL DESCRIPTION
 CONDOMINIUM PLAN 0413768
 UNIT 27B
 AND 192 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
 EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
 ATS REFERENCE: 5;1;23;18;SE

MUNICIPALITY: CITY OF CALGARY

REFERENCE NUMBER: 101 158 688

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
101 223 615	28/07/2010	TRANSFER OF LAND	\$385,000	\$385,000

OWNERS

SUSAN ELIZABETH WAY
 OF 27 CEDUNA PARK SW
 CALGARY
 ALBERTA T2W 6H4

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
931 050 341	08/03/1993	EASEMENT OVER BLOCK 1, PLAN 9310467 FOR BENEFIT OF BLOCK 2, PLAN 9310467 (UTILITY PLAN 9310468)
931 050 342	08/03/1993	AGREEMENT RESTRICTIVE COVENANT & EASEMENT
931 050 343	08/03/1993	EASEMENT OVER BLOCK 1, PLAN 9310467

(CONTINUED)

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).

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2
101 158 688

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
		FOR BENEFIT OF BLOCK 2, PLAN 9310467 (ACCESS PLAN 9310470)
931 050 344	08/03/1993	RESTRICTIVE COVENANT
941 016 767	19/01/1994	UTILITY RIGHT OF WAY GRANTEE - THE OWNERS : CONDOMINIUM PLAN NO. 9410013. AS TO PORTION OR PLAN:9410015 9410016
941 016 768	19/01/1994	EASEMENT SUBJECT TO AND EXTENDED BY AN EASEMENT (R/W PLAN 9410014)
941 016 769	19/01/1994	PARTY WALL AGREEMENT
061 398 112	27/09/2006	MORTGAGE MORTGAGEE - ROYAL BANK OF CANADA. 255-5 AVE SW CALGARY ALBERTA T2P3G6 ORIGINAL PRINCIPAL AMOUNT: \$300,000
101 207 362	13/07/2010	DISCHARGE OF MORTGAGE 061398112
101 223 615	28/07/2010	TRANSFER OF LAND OWNERS - SUSAN ELIZABETH WAY 27 CEDUNA PARK SW CALGARY ALBERTA T2W6H4 NEW TITLE ISSUED

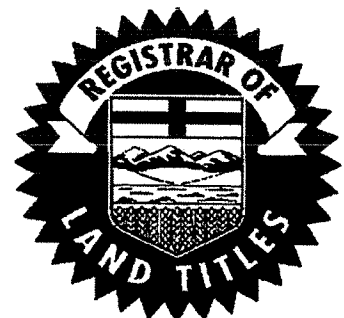
* ADDITIONAL REGISTRATIONS MAY BE SHOWN ON THE CONDOMINIUM ADDITIONAL
PLAN SHEET

TOTAL INSTRUMENTS: 010

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 5 DAY OF
FEBRUARY, 2016 AT 11:16 A.M.

ORDER NUMBER: 30067260

CUSTOMER FILE NUMBER:



END OF CERTIFICATE

(CONTINUED)

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.

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ENCUMBRANCES, LIENS & INTERESTS

PAGE 2
041 406 760 +47

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
931 050 343	08/03/1993	EASEMENT OVER BLOCK 1, PLAN 9310467 FOR BENEFIT OF BLOCK 2, PLAN 9310467 (Access PLAN 9310470)
931 050 344	08/03/1993	RESTRICTIVE COVENANT
941 016 767	19/01/1994	UTILITY RIGHT OF WAY GRANTEE - THE OWNERS : CONDOMINIUM PLAN NO. 9410013. AS TO PORTION OR PLAN:9410015 9410016
941 016 768	19/01/1994	EASEMENT SUBJECT TO AND EXTENDED BY AN EASEMENT (R/W PLAN 9410014)
941 016 769	19/01/1994	PARTY WALL AGREEMENT
001 050 446	24/02/2000	MORTGAGE MORTGAGEE - ROYAL BANK OF CANADA. 255-5 AVE SW CALGARY ALBERTA T2P3G6 ORIGINAL PRINCIPAL AMOUNT: \$42,000
061 398 112	27/09/2006	MORTGAGE MORTGAGEE - ROYAL BANK OF CANADA. 255-5 AVE SW CALGARY ALBERTA T2P3G6 ORIGINAL PRINCIPAL AMOUNT: \$300,000
061 450 367	30/10/2006	DISCHARGE OF MORTGAGE 001050446
101 158 688	31/05/2010	TRANSFER OF LAND OWNERS - BASE FINANCE LTD. 724-55TH AVE SW CALGARY ALBERTA T2V0G9 NEW TITLE ISSUED

* ADDITIONAL REGISTRATIONS MAY BE SHOWN ON THE CONDOMINIUM ADDITIONAL
PLAN SHEET

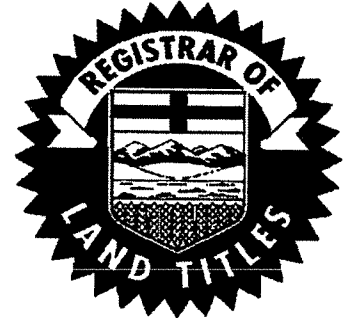
TOTAL INSTRUMENTS: 011

(CONTINUED)

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 5 DAY OF
FEBRUARY, 2016 AT 11:17 A.M.

ORDER NUMBER: 30067275

CUSTOMER FILE NUMBER:



END OF CERTIFICATE

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ENCUMBRANCES, LIENS & INTERESTS

PAGE 2
951 136 360

REGISTRATION
NUMBER DATE (D/M/Y) PARTICULARS

FOR BENEFIT OF BLOCK 2, PLAN 9310467
(Access Plan 9310470)

931 050 344 08/03/1993 RESTRICTIVE COVENANT

941 016 767 19/01/1994 UTILITY RIGHT OF WAY
GRANTEE - THE OWNERS : CONDOMINIUM PLAN NO.
9410013.
AS TO PORTION OR PLAN:9410015
9410016

941 016 768 19/01/1994 EASEMENT
SUBJECT TO AND EXTENDED BY AN EASEMENT
(R/W PLAN 9410014)

941 016 769 19/01/1994 PARTY WALL AGREEMENT

951 136 361 19/06/1995 MORTGAGE
MORTGAGEE - ROYAL BANK OF CANADA.
255-5 AVE SW
CALGARY
ALBERTA
ORIGINAL PRINCIPAL AMOUNT: \$109,000

991 105 220 21/04/1999 CAVEAT
RE : AMENDING AGREEMENT
CAVEATOR - ROYAL BANK OF CANADA.
5104 DONNELLY CRESCENT
REGINA
SASKATCHEWAN S4A4C9
AGENT - H JUDITH FJERMESTAD

001 050 446 24/02/2000 MORTGAGE
MORTGAGEE - ROYAL BANK OF CANADA.
255-5 AVE SW
CALGARY
ALBERTA T2P3G6
ORIGINAL PRINCIPAL AMOUNT: \$42,000

041 141 634 22/04/2004 DISCHARGE OF MORTGAGE 951136361

041 141 635 22/04/2004 DISCHARGE OF CAVEAT 991105220

041 406 760 26/10/2004 CONDOMINIUM AMALGAMATION PLAN 0413768
TITLE CANCELLED IN FULL

* ADDITIONAL REGISTRATIONS MAY BE SHOWN ON THE CONDOMINIUM ADDITIONAL
PLAN SHEET

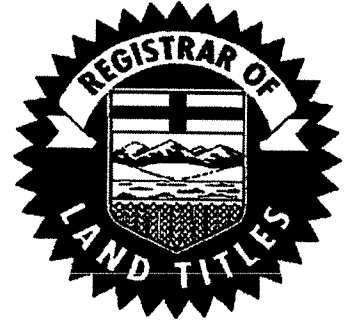
TOTAL INSTRUMENTS: 013

(CONTINUED)

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 5 DAY OF
FEBRUARY, 2016 AT 11:18 A.M.

ORDER NUMBER: 30067286

CUSTOMER FILE NUMBER:



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B Fers

Aug 1/13 - purchase 623 Hl Simex
\$ 50,000⁰⁰ (dep)

Aug 9/13 - \$ 153,000⁰⁰

Aug 22/13 - \$ 13,839⁰⁰ used
(Chg. to B Fers.)

ACCOUNT NO.
COMPTZ #
NAME
RDM
ADDRESS
ADRESSE

Breithaupt purchase from Kopycki
Po 623 Lake Simcoe Close SE

SHEET NO. 12725
FEUILLE
TERMS
CONDITIONS
CREDIT LIMIT
LIMIT DE CREDIT

St. Heloise
2506

DATE	DESCRIPTION	FOLIO	DEBITS DEBITS	CREDITS CREDITS	BALANCE
<i>Aug 19/13</i>	<i>R. B. B.</i>				
<i>Aug 19/13</i>	<i>60000</i>				
<i>Aug 19/13</i>	<i>Bridge de Hopwood Jones</i>	<i>4495</i>	<i>2578812</i>	<i>153220</i>	<i>20000</i>
<i>Aug 19/13</i>	<i>Robert Bennett</i>	<i>4497</i>	<i>111239</i>		<i>583000</i>
<i>Aug 19/13</i>	<i>Ronald Brett Kopycki</i>	<i>4498</i>	<i>269</i>		<i>111208</i>
					<i>269</i>



LAND TITLE CERTIFICATE

S
 LINC SHORT LEGAL TITLE NUMBER
 0015 928 617 7611325;16;2 141 002 999

LEGAL DESCRIPTION
 PLAN 7611325
 BLOCK 16
 LOT 2
 EXCEPTING THEREOUT ALL MINES AND MINERALS
 AND THE RIGHT TO WORK THE SAME

ESTATE: FEE SIMPLE
 ATS REFERENCE: 5;1;23;3;N

MUNICIPALITY: CITY OF CALGARY

REFERENCE NUMBER: 131 202 829

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
141 002 999	06/01/2014	TRANSFER OF LAND	\$620,000	\$620,000

OWNERS

MEGAN ERICKSON

AND

RHONDA L BOWDEN

AND

KEVIN HANSON

ALL OF:

623 LAKE SIMCOE CLOSE SE
 CALGARY

ALBERTA T2Z 3J9

ALL AS JOINT TENANTS

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2
141 002 999

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

771 026 658 08/03/1977 ENCUMBRANCE
ENCUMBRANCEE - KEITH CONSTRUCTION COMPANY LIMITED.
"60.00 PER ANNUM"

141 003 000 06/01/2014 MORTGAGE
MORTGAGEE - SCOTIA MORTGAGE CORPORATION.
C/O THE BANK OF NOVA SCOTIA
500 COUNTRY HILLS BLVD NE, SUITE 1000
CALGARY
ALBERTA T3K4Y7
ORIGINAL PRINCIPAL AMOUNT: \$496,000

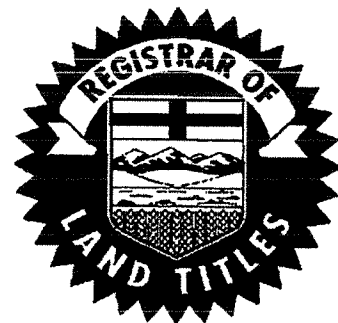
141 115 308 13/05/2014 CAVEAT
RE : AMENDING AGREEMENT
CAVEATOR - SCOTIA MORTGAGE CORPORATION.
C/O SANDRA G SEBREE
1610-17TH AVE SW
CALGARY
ALBERTA T2T0E3
AGENT - SANDRA G SEBREE

TOTAL INSTRUMENTS: 003

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 5 DAY OF
FEBRUARY, 2016 AT 11:07 A.M.

ORDER NUMBER: 30067097

CUSTOMER FILE NUMBER:



END OF CERTIFICATE

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FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER,
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ENCUMBRANCES, LIENS & INTERESTS

PAGE 2
131 202 829

REGISTRATION
NUMBER DATE (D/M/Y) PARTICULARS

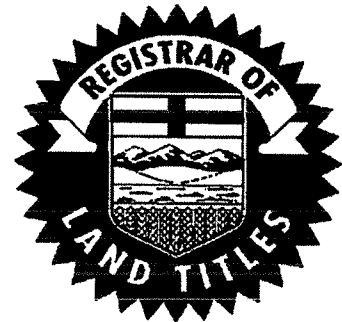
ALL OF :
623 LAKE SIMCOE CLOSE SE
CALGARY
ALBERTA T2Z3J9
AS JOINT TENANTS
NEW TITLE ISSUED

TOTAL INSTRUMENTS: 002

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 5 DAY OF
FEBRUARY, 2016 AT 11:09 A.M.

ORDER NUMBER: 30067145

CUSTOMER FILE NUMBER:



END OF CERTIFICATE

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OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).



HISTORICAL LAND TITLE CERTIFICATE
TITLE CANCELLED ON AUGUST 16, 2013

S
LINC SHORT LEGAL TITLE NUMBER
0015 928 617 7611325;16;2 961 134 621

LEGAL DESCRIPTION
PLAN 7611325
BLOCK 16
LOT 2
EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME

ESTATE: FEE SIMPLE
ATS REFERENCE: 5;1;23;3;N

MUNICIPALITY: CITY OF CALGARY

REFERENCE NUMBER: 841 152 365

REGISTRATION	DATE (DMY)	REGISTERED OWNER(S) DOCUMENT TYPE	VALUE	CONSIDERATION
961 134 621	19/06/1996	TRANSFER OF LAND	\$188,500	\$188,500

OWNERS

LINDA ZBRYSKI
OF 623 LAKE SIMCOE CLOSE SE
CALGARY
ALBERTA T2J 5H7

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
771 026 658	08/03/1977	ENCUMBRANCE ENCUMBRANCEE - KEITH CONSTRUCTION COMPANY LIMITED. "60.00 PER ANNUM"
931 298 514	29/11/1993	MORTGAGE MORTGAGEE - BANK OF MONTREAL. 1216-10 AVE S.W. CALGARY

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2
961 134 621

REGISTRATION
NUMBER DATE (D/M/Y) PARTICULARS

ALBERTA T3C0J5
ORIGINAL PRINCIPAL AMOUNT: \$95,000

961 177 901 07/08/1996 DISCHARGE OF MORTGAGE 931298514

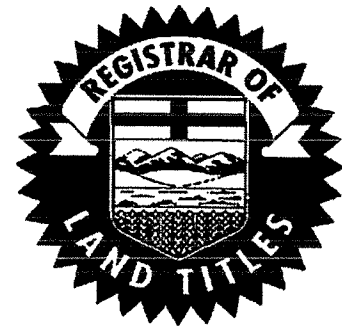
131 202 829 16/08/2013 TRANSFER OF LAND
OWNERS - ARNOLD BREITKREUTZ
724-55 AVE SW
CALGARY
ALBERTA T2V0G3
NEW TITLE ISSUED

TOTAL INSTRUMENTS: 004

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 5 DAY OF
FEBRUARY, 2016 AT 11:10 A.M.

ORDER NUMBER: 30067156

CUSTOMER FILE NUMBER:



END OF CERTIFICATE

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LAND TITLE CERTIFICATE

S
 LINC SHORT LEGAL TITLE NUMBER
 0019 364 967 4910AK;11;19,20 151 309 023

LEGAL DESCRIPTION
 PLAN 4910AK
 BLOCK 11
 LOTS 19 AND 20
 EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
 ATS REFERENCE: 5;1;23;28;NE

MUNICIPALITY: CITY OF CALGARY

REFERENCE NUMBER: 111 024 063

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
151 309 023	27/11/2015	TRANSFER OF LAND	\$550,000	\$550,000

OWNERS

QUINN BREITKREUTZ
 OF 912A-69 AVE SW
 CALGARY
 ALBERTA T2V 0P4

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
111 192 638	29/07/2011	MORTGAGE MORTGAGEE - ROYAL BANK OF CANADA. 180 WELLINGTON STREET WEST, 1ST FLOOR TORONTO ONTARIO M5J1J1 ORIGINAL PRINCIPAL AMOUNT: \$250,000
151 309 024	27/11/2015	CAVEAT RE : AGREEMENT CHARGING LAND

(CONTINUED)

REGISTRATION
NUMBER DATE (D/M/Y) PARTICULARS

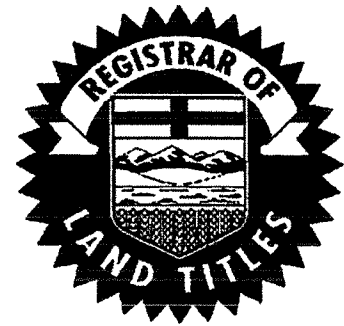
CAVEATOR - SUSAN BREITKREUTZ
C/O ROBERT C P SMYTH
204-8408 ELBOW DR SW
CALGARY
ALBERTA T2V1K7
AGENT - ROBERT C P SMYTH

TOTAL INSTRUMENTS: 002

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 5 DAY OF
FEBRUARY, 2016 AT 09:38 A.M.

ORDER NUMBER: 30065440

CUSTOMER FILE NUMBER:



END OF CERTIFICATE

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ENCUMBRANCES, LIENS & INTERESTS

PAGE 2
111 024 063

REGISTRATION
NUMBER DATE (D/M/Y) PARTICULARS

MORTGAGEE - ROYAL BANK OF CANADA.
180 WELLINGTON STREET WEST, 1ST FLOOR
TORONTO
ONTARIO M5J1J1
ORIGINAL PRINCIPAL AMOUNT: \$250,000

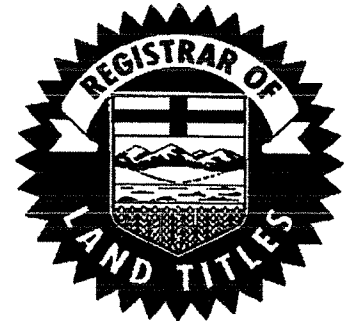
151 309 023 27/11/2015 TRANSFER OF LAND
OWNERS - QUINN BREITKREUTZ
912A-69 AVE SW
CALGARY
ALBERTA T2V0P4
NEW TITLE ISSUED

TOTAL INSTRUMENTS: 004

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 5 DAY OF
FEBRUARY, 2016 AT 09:40 A.M.

ORDER NUMBER: 30065482

CUSTOMER FILE NUMBER:



END OF CERTIFICATE

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OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).



HISTORICAL LAND TITLE CERTIFICATE
TITLE CANCELLED ON JANUARY 28, 2011

S
LINC SHORT LEGAL TITLE NUMBER
0019 364 967 4910AK;11;19,20 021 208 904

LEGAL DESCRIPTION
PLAN 4910AK
BLOCK 11
LOTS 19 AND 20
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 5;1;23;28;NE

MUNICIPALITY: CITY OF CALGARY

REFERENCE NUMBER: 881 059 577

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
021 208 904	17/06/2002	TRANSFER OF LAND	\$285,000	\$285,000

OWNERS

ARNOLD BREITKREUTZ

AND

SUSAN BREITKREUTZ

BOTH OF:

724 - 55TH AVENUE S.W.

CALGARY

ALBERTA T2V 0G3

AS JOINT TENANTS

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION	DATE (D/M/Y)	PARTICULARS
NUMBER		
991 218 326	31/07/1999	MORTGAGE MORTGAGEE - CANADA TRUSTCO MORTGAGE COMPANY. 421-7 AVE SW CALGARY

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2
021 208 904

REGISTRATION

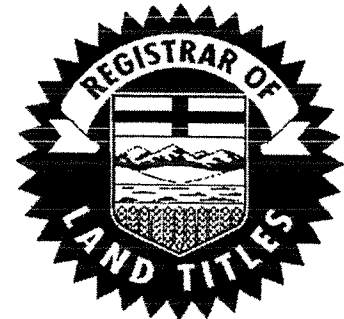
NUMBER	DATE (D/M/Y)	PARTICULARS
		ALBERTA T2P4K9 ORIGINAL PRINCIPAL AMOUNT: \$105,000
021 208 905	17/06/2002	MORTGAGE MORTGAGEE - ROYAL BANK OF CANADA. 827 - 49TH AVENUE S.W. CALGARY ALBERTA T2S1G8 ORIGINAL PRINCIPAL AMOUNT: \$200,000
021 250 804	20/07/2002	DISCHARGE OF MORTGAGE 991218326
111 024 063	28/01/2011	TRANSFER OF LAND OWNERS - SUSAN MARIE BREITKREUTZ 63 SUNCASTLE BAY SE CALGARY ALBERTA T2X2M1 NEW TITLE ISSUED

TOTAL INSTRUMENTS: 004

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ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 5 DAY OF
FEBRUARY, 2016 AT 09:41 A.M.

ORDER NUMBER: 30065512

CUSTOMER FILE NUMBER:



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PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING
OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2
881 059 577

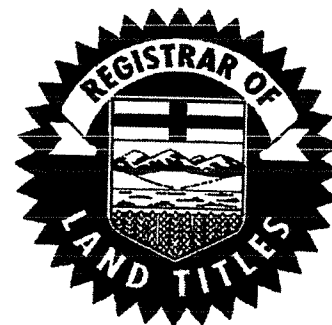
REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
991 208 475	23/07/1999	DISCHARGE OF MORTGAGE 881059578
991 218 326	31/07/1999	MORTGAGE MORTGAGEE - CANADA TRUSTCO MORTGAGE COMPANY. 421-7 AVE SW CALGARY ALBERTA T2P4K9 ORIGINAL PRINCIPAL AMOUNT: \$105,000
021 208 904	17/06/2002	TRANSFER OF LAND OWNERS - ARNOLD BREITKREUTZ OWNERS - SUSAN BREITKREUTZ BOTH OF: 724 - 55TH AVENUE S.W. CALGARY ALBERTA T2V0G3 AS JOINT TENANTS NEW TITLE ISSUED

TOTAL INSTRUMENTS: 004

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 5 DAY OF
FEBRUARY, 2016 AT 09:43 A.M.

ORDER NUMBER: 30065548

CUSTOMER FILE NUMBER:



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).



CERTIFIED COPY OF Appendix W
Certificate of Title

South Alberta Land Registration District

B

LINC SHORT LEGAL
0019 731 967 3701GA;27;15

TITLE NUMBER: 941 088 242
TRANSFER OF LAND
DATE: 13/04/1994

AT THE TIME OF THIS CERTIFICATION

334103 ALBERTA LTD..
OF 724 - 55 AVE SW
CALGARY
ALBERTA

IS THE OWNER OF AN ESTATE IN FEE SIMPLE
OF AND IN

PLAN 3701GA
BLOCK 27
LOT 15

RESERVING UNTO HER MAJESTY ALL COAL

SUBJECT TO THE ENCUMBRANCES, LIENS AND INTERESTS NOTIFIED BY MEMORANDUM UNDER-
WRITTEN OR ENDORSED HEREON, OR WHICH MAY HEREAFTER BE MADE IN THE REGISTER.

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

NO REGISTRATIONS

I CERTIFY THE ABOVE TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED HEREIN. IN
WITNESS WHEREOF I HAVE SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL THIS 13 DAY OF APRIL ,1994

.....*[Signature]* A.D. REGISTRAR
SOUTH ALBERTA LAND REGISTRATION DISTRICT



SUPPLEMENTARY INFORMATION

D.C.T. ISSUED: NO VALUE: \$105,000
CONSIDERATION: \$105,000
MUNICIPALITY: CITY OF CALGARY
REFERENCE NUMBER:
791 139 283
ATS REFERENCE:
5;1;23;33;NE
TOTAL INSTRUMENTS: 000

St. Address. 722-56 Ave Sw.

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2
061 248 213

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

CAVEATOR - 905609 ALBERTA LTD.
C/O TERRY L BRITTON
406, 501 18TH AVE SW
CALGARY
ALBERTA
AGENT - TERRY L BRITTON

051 122 770 13/04/2005 CAVEAT
RE : ASSIGNMENT OF RENTS
CAVEATOR - CIBC MORTGAGES INC.
5TH FLOOR, 400 BURNARD ST
VANCOUVER
BRITISH COLUMBIA V6C3A6
AGENT - LAWRENCE D LEON

061 248 214 21/06/2006 MORTGAGE
MORTGAGEE - CIBC MORTGAGES INC.
400 BURNARD ST, 5TH FLR
VANCOUVER
BRITISH COLUMBIA V6C3A6
ORIGINAL PRINCIPAL AMOUNT: \$1,314,372

061 248 215 21/06/2006 DISCHARGE OF CAVEAT 041414713

061 329 384 15/08/2006 DISCHARGE OF MORTGAGE 041211016

061 329 385 15/08/2006 DISCHARGE OF CAVEAT 051122770

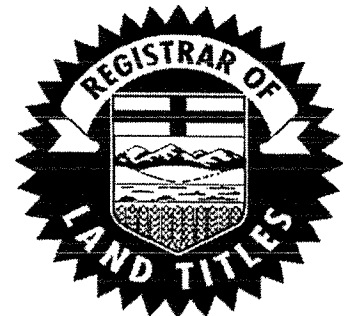
071 403 906 13/08/2007 CONDOMINIUM PLAN 0714033
TITLE CANCELLED IN FULL AS TO SURFACE AND NEW
TITLE ISSUED FOR THE REMAINDER

TOTAL INSTRUMENTS: 008

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 5 DAY OF
FEBRUARY, 2016 AT 09:48 A.M.

ORDER NUMBER: 30065635

CUSTOMER FILE NUMBER:



END OF CERTIFICATE

(CONTINUED)

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).

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2
041 211 015

REGISTRATION
NUMBER DATE (D/M/Y) PARTICULARS

ORIGINAL PRINCIPAL AMOUNT: \$760,000

041 211 016 09/06/2004 MORTGAGE
MORTGAGEE - CIBC MORTGAGES INC.
5TH FLOOR, 400 BURRARD ST
VANCOUVER
BRITISH COLUMBIA V6C3A6
ORIGINAL PRINCIPAL AMOUNT: \$143,000

041 269 190 19/07/2004 DISCHARGE OF MORTGAGE 021425685

041 414 713 01/11/2004 CAVEAT
RE : PROMISSORY NOTE CHARGING LAND
CAVEATOR - 905609 ALBERTA LTD.
C/O TERRY L BRITTON
406, 501 18TH AVE SW
CALGARY
ALBERTA
AGENT - TERRY L BRITTON

051 122 770 13/04/2005 CAVEAT
RE : ASSIGNMENT OF RENTS
CAVEATOR - CIBC MORTGAGES INC.
5TH FLOOR, 400 BURRARD ST
VANCOUVER
BRITISH COLUMBIA V6C3A6
AGENT - LAWRENCE D LEON

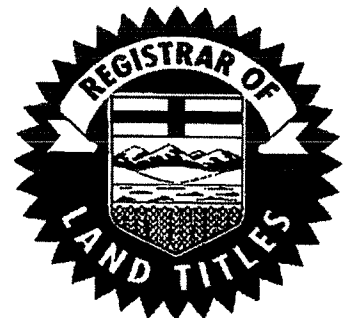
061 248 213 21/06/2006 TRANSFER OF LAND
OWNERS - 1035907 ALBERTA LTD.
425 - 78 AVE SW
CALGARY
ALBERTA T2V5K5
NEW TITLE ISSUED

TOTAL INSTRUMENTS: 006

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 5 DAY OF
FEBRUARY, 2016 AT 09:49 A.M.

ORDER NUMBER: 30065671

CUSTOMER FILE NUMBER:



END OF CERTIFICATE

(CONTINUED)

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.

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HISTORICAL LAND TITLE CERTIFICATE
TITLE CANCELLED ON JUNE 09, 2004

B
LINC SHORT LEGAL TITLE NUMBER
0019 731 967 3701GA;27;15 021 425 684

LEGAL DESCRIPTION
PLAN 3701GA
BLOCK 27
LOT 15
RESERVING UNTO HER MAJESTY ALL COAL

ESTATE: FEE SIMPLE
ATS REFERENCE: 5;1;23;33;NE

MUNICIPALITY: CITY OF CALGARY

REFERENCE NUMBER: 941 088 242

REGISTRATION	DATE (DMY)	REGISTERED OWNER(S) DOCUMENT TYPE	VALUE	CONSIDERATION
021 425 684	03/12/2002	TRANSFER OF LAND		SEE INSTRUMENT

OWNERS

968271 ALBERTA LTD.
OF C/O A F DEAN
425-70 AVENUE SW
CALGARY
ALBERTA T2V 5K5

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
021 425 685	03/12/2002	MORTGAGE MORTGAGEE - 334103 ALBERTA LTD. C/O 724-55 AVE SW CALGARY ALBERTA T2V0G3 MORTGAGEE - ARNOLD BREITKREUTZ 724-55 AVE SW CALGARY

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2
021 425 684

REGISTRATION
NUMBER DATE (D/M/Y) PARTICULARS

ALBERTA T2V0G3
ORIGINAL PRINCIPAL AMOUNT: \$760,000

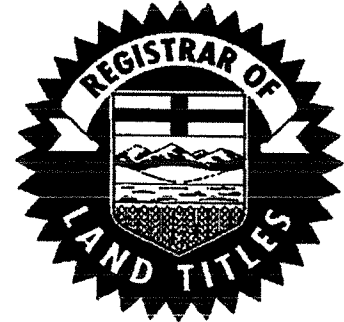
041 211 015 09/06/2004 TRANSFER OF LAND
OWNERS - ANWAR DEEN
30 SIGNATURE LINK SW
CALGARY
ALBERTA T3H3A1
NEW TITLE ISSUED

TOTAL INSTRUMENTS: 002

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 5 DAY OF
FEBRUARY, 2016 AT 10:05 A.M.

ORDER NUMBER: 30065970

CUSTOMER FILE NUMBER:



END OF CERTIFICATE

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED
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PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING
OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).



HISTORICAL LAND TITLE CERTIFICATE
TITLE CANCELLED ON DECEMBER 03,2002

B
LINC SHORT LEGAL TITLE NUMBER
0019 731 967 3701GA;27;15 941 088 242

LEGAL DESCRIPTION
PLAN 3701GA
BLOCK 27
LOT 15
RESERVING UNTO HER MAJESTY ALL COAL

ESTATE: FEE SIMPLE
ATS REFERENCE: 5;1;23;33;NE

MUNICIPALITY: CITY OF CALGARY

REFERENCE NUMBER: 791 139 283

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
941 088 242	13/04/1994	TRANSFER OF LAND	\$105,000	\$105,000

OWNERS

334103 ALBERTA LTD.
OF 724 - 55 AVE SW
CALGARY
ALBERTA

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
961 177 325	07/08/1996	REQUEST FOR RELEASE OF D.C.T. DCT ISSUED SURRENDERED BY 021425684
961 205 308	05/09/1996	CAVEAT RE : AGREEMENT CHARGING LAND CAVEATOR - ROYAL BANK OF CANADA. 411-58 AVE SE CALGARY

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2
941 088 242

REGISTRATION
NUMBER DATE (D/M/Y) PARTICULARS

ALBERTA T2H0P5
AGENT - S KATHLEEN FARRAR

981 121 409 30/04/1998 DISCHARGE OF CAVEAT 961205308

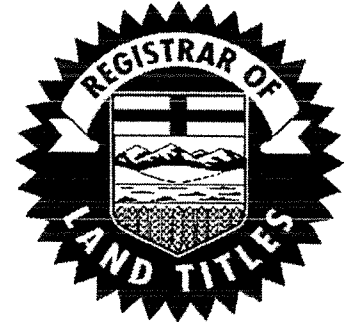
021 425 684 03/12/2002 TRANSFER OF LAND
OWNERS - 968271 ALBERTA LTD.
C/O A F DEAN
425-70 AVENUE SW
CALGARY
ALBERTA T2V5K5
NEW TITLE ISSUED

TOTAL INSTRUMENTS: 004

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 5 DAY OF
FEBRUARY, 2016 AT 10:07 A.M.

ORDER NUMBER: 30066007

CUSTOMER FILE NUMBER:



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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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).



CERTIFIED COPY OF
Certificate of Title

South Alberta Land Registration District

B

LINC SHORT LEGAL
0015 569 454 3701GA;27;14

TITLE NUMBER: 971 060 199
TRANSFER OF LAND
DATE: 03/03/1997

AT THE TIME OF THIS CERTIFICATION

334103 ALBERTA LTD..
OF C/O 724-55 AVE SW
CALGARY
ALBERTA T2V 0G3

IS THE OWNER OF AN ESTATE IN FEE SIMPLE
OF AND IN

PLAN 3701GA
BLOCK 27
LOT 14

RESERVING UNTO HER MAJESTY ALL COAL

SUBJECT TO THE ENCUMBRANCES, LIENS AND INTERESTS NOTIFIED BY MEMORANDUM UNDERWRITTEN OR ENDORSED HEREON, OR WHICH MAY HEREAFTER BE MADE IN THE REGISTER.

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
---------------------	--------------	-------------

NO REGISTRATIONS

I CERTIFY THE ABOVE TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED HEREIN. IN WITNESS WHEREOF I HAVE SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL THIS 03 DAY OF MARCH, 1997

..... A.D. REGISTRAR
SOUTH ALBERTA LAND REGISTRATION DISTRICT



SUPPLEMENTARY INFORMATION

D.C.T. ISSUED: NO VALUE: \$113,000
CONSIDERATION: \$113,000
MUNICIPALITY: CITY OF CALGARY
REFERENCE NUMBER:
921 067 064
ATS REFERENCE:
5;1;23;33;NE
TOTAL INSTRUMENTS: 000

St. Address. 726-56 Ave SW

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2
051 372 720

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

CAVEATOR - 905609 ALBERTA LTD.
C/O TERRY L BRITTON
406, 501 18TH AVE SW
CALGARY
ALBERTA
AGENT - TERRY L BRITTON

051 122 763 13/04/2005 CAVEAT
RE : ASSIGNMENT OF RENTS
CAVEATOR - CIBC MORTGAGES INC.
5TH FLOOR, 400 BURRARD ST
VANCOUVER
BRITISH COLUMBIA V6C3A6
AGENT - LAWRENCE D LEON

051 372 721 04/10/2005 MORTGAGE
MORTGAGEE - CIBC MORTGAGES INC.
P.O. BOX 2620
CALGARY
ALBERTA T2P2M7
ORIGINAL PRINCIPAL AMOUNT: \$1,067,192

051 463 321 06/12/2005 DISCHARGE OF MORTGAGE 041211022

051 463 322 06/12/2005 DISCHARGE OF CAVEAT 051122763

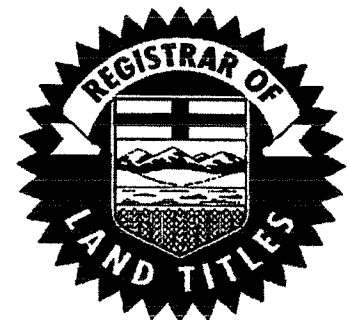
061 141 833 10/04/2006 CONDOMINIUM PLAN 0611150
TITLE CANCELLED IN FULL AS TO SURFACE AND NEW
TITLE ISSUED FOR THE REMAINDER

TOTAL INSTRUMENTS: 007

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 5 DAY OF
FEBRUARY, 2016 AT 10:08 A.M.

ORDER NUMBER: 30066036

CUSTOMER FILE NUMBER:



END OF CERTIFICATE

(CONTINUED)

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
TITLE CANCELLED ON OCTOBER 04, 2005

B
LINC SHORT LEGAL TITLE NUMBER
0015 569 454 3701GA;27;14 041 211 021

LEGAL DESCRIPTION
PLAN 3701GA
BLOCK 27
LOT 14
RESERVING UNTO HER MAJESTY ALL COAL

ESTATE: FEE SIMPLE
ATS REFERENCE: 5;1;23;33;NE

MUNICIPALITY: CITY OF CALGARY

REFERENCE NUMBER: 021 425 684 +1

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
041 211 021	09/06/2004	TRANSFER OF LAND	\$240,000	\$240,000

OWNERS

ANWAR DEEN
OF 30 SIGNATURE LINK SW
CALGARY
ALBERTA T3H 3A1

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION		
NUMBER	DATE (D/M/Y)	PARTICULARS
021 425 685	03/12/2002	MORTGAGE MORTGAGEE - 334103 ALBERTA LTD. C/O 724-55 AVE SW CALGARY ALBERTA T2V0G3 MORTGAGEE - ARNOLD BREITKREUTZ 724-55 AVE SW CALGARY ALBERTA T2V0G3

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2
041 211 021

REGISTRATION
NUMBER DATE (D/M/Y) PARTICULARS

ORIGINAL PRINCIPAL AMOUNT: \$760,000

041 211 022 09/06/2004 MORTGAGE
MORTGAGEE - CIBC MORTGAGES INC.
5TH FLOOR, 400 BURRARD ST
VANCOUVER
BRITISH COLUMBIA V6C3A6
ORIGINAL PRINCIPAL AMOUNT: \$103,000

041 269 190 19/07/2004 DISCHARGE OF MORTGAGE 021425685

041 414 713 01/11/2004 CAVEAT
RE : PROMISSORY NOTE CHARGING LAND
CAVEATOR - 905609 ALBERTA LTD.
C/O TERRY L BRITTON
406, 501 18TH AVE SW
CALGARY
ALBERTA
AGENT - TERRY L BRITTON

051 122 763 13/04/2005 CAVEAT
RE : ASSIGNMENT OF RENTS
CAVEATOR - CIBC MORTGAGES INC.
5TH FLOOR, 400 BURRARD ST
VANCOUVER
BRITISH COLUMBIA V6C3A6
AGENT - LAWRENCE D LEON

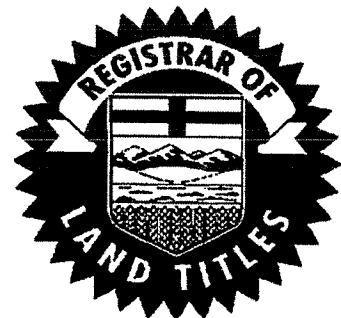
051 372 720 04/10/2005 TRANSFER OF LAND
OWNERS - 1035907 ALBERTA LTD.
425 - 78 AVE SW
CALGARY
ALBERTA T2V5K5
NEW TITLE ISSUED

TOTAL INSTRUMENTS: 006

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 5 DAY OF
FEBRUARY, 2016 AT 10:10 A.M.

ORDER NUMBER: 30066065

CUSTOMER FILE NUMBER:



END OF CERTIFICATE

(CONTINUED)

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.

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HISTORICAL LAND TITLE CERTIFICATE
TITLE CANCELLED ON JUNE 09, 2004

B
LINC SHORT LEGAL TITLE NUMBER
0015 569 454 3701GA;27;14 021 425 684 +1

LEGAL DESCRIPTION
PLAN 3701GA
BLOCK 27
LOT 14
RESERVING UNTO HER MAJESTY ALL COAL

ESTATE: FEE SIMPLE
ATS REFERENCE: 5;1;23;33;NE

MUNICIPALITY: CITY OF CALGARY

REFERENCE NUMBER: 971 060 199

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
021 425 684	03/12/2002	TRANSFER OF LAND		SEE INSTRUMENT

OWNERS
968271 ALBERTA LTD.
OF C/O A F DEAN
425-70 AVENUE SW
CALGARY
ALBERTA T2V 5K5

ENCUMBRANCES, LIENS & INTERESTS		
REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
021 425 685	03/12/2002	MORTGAGE MORTGAGEE - 334103 ALBERTA LTD. C/O 724-55 AVE SW CALGARY ALBERTA T2V0G3 MORTGAGEE - ARNOLD BREITKREUTZ 724-55 AVE SW CALGARY

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2
021 425 684 +1

REGISTRATION
NUMBER DATE (D/M/Y) PARTICULARS

ALBERTA T2V0G3
ORIGINAL PRINCIPAL AMOUNT: \$760,000

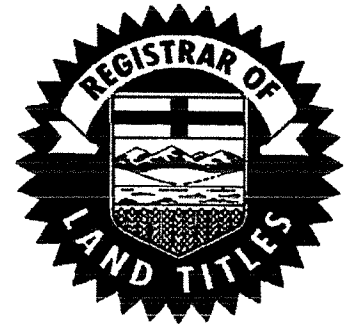
041 211 021 09/06/2004 TRANSFER OF LAND
OWNERS - ANWAR DEEN
30 SIGNATURE LINK SW
CALGARY
ALBERTA T3H3A1
NEW TITLE ISSUED

TOTAL INSTRUMENTS: 002

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 5 DAY OF
FEBRUARY, 2016 AT 10:12 A.M.

ORDER NUMBER: 30066109

CUSTOMER FILE NUMBER:



END OF CERTIFICATE

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED
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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
TITLE CANCELLED ON DECEMBER 03,2002

B
LINC SHORT LEGAL TITLE NUMBER
0015 569 454 3701GA;27;14 971 060 199

LEGAL DESCRIPTION
PLAN 3701GA
BLOCK 27
LOT 14
RESERVING UNTO HER MAJESTY ALL COAL

ESTATE: FEE SIMPLE
ATS REFERENCE: 5;1;23;33;NE

MUNICIPALITY: CITY OF CALGARY

REFERENCE NUMBER: 921 067 064

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
971 060 199	03/03/1997	TRANSFER OF LAND	\$113,000	\$113,000

OWNERS

334103 ALBERTA LTD.
OF C/O 724-55 AVE SW
CALGARY
ALBERTA T2V 0G3

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION	DATE (D/M/Y)	PARTICULARS
NUMBER		
021 425 684	03/12/2002	TRANSFER OF LAND OWNERS - 968271 ALBERTA LTD. C/O A F DEAN 425-70 AVENUE SW CALGARY ALBERTA T2V5K5 NEW TITLE ISSUED

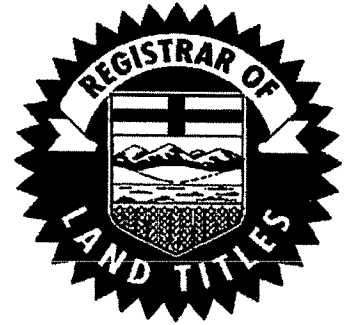
TOTAL INSTRUMENTS: 001

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THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 5 DAY OF
FEBRUARY, 2016 AT 10:13 A.M.

ORDER NUMBER: 30066138

CUSTOMER FILE NUMBER:



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
TITLE CANCELLED ON MARCH 03,1997

B
LINC SHORT LEGAL TITLE NUMBER
0015 569 454 3701GA;27;14 921 067 064

LEGAL DESCRIPTION
PLAN 3701GA
BLOCK 27
LOT 14
RESERVING UNTO HER MAJESTY ALL COAL

ESTATE: FEE SIMPLE
ATS REFERENCE: 5;1;23;33;NE

MUNICIPALITY: CITY OF CALGARY

REFERENCE NUMBER: 901 293 325

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
921 067 064	26/03/1992	TRANSFER OF LAND	\$91,500	\$91,500

OWNERS

PUI YIN TSE
OF 148 WOODFIELD RD SW
CALGARY
ALBERTA T2W 3V9
AS TO AN UNDIVIDED 1/2 INTEREST

522025 ALBERTA LTD.
OF 148 WOODFIELD RD SW
CALGARY
ALBERTA T2W 3V9
AS TO AN UNDIVIDED 1/2 INTEREST

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION	DATE (D/M/Y)	PARTICULARS
NUMBER		
881 213 377	23/11/1988	MORTGAGE MORTGAGEE - ROYAL TRUST CORPORATION OF CANADA.

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2
921 067 064

REGISTRATION
NUMBER DATE (D/M/Y) PARTICULARS

700 DOME TOWER, CALGARY,
ALBERTA
ORIGINAL PRINCIPAL AMOUNT: \$41,000

931 164 448 13/07/1993 DISCHARGE OF MORTGAGE 881213377

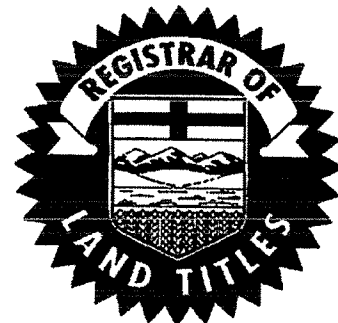
971 060 199 03/03/1997 TRANSFER OF LAND
OWNERS - 334103 ALBERTA LTD.
C/O 724-55 AVE SW
CALGARY
ALBERTA T2V0G3
NEW TITLE ISSUED

TOTAL INSTRUMENTS: 003

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 5 DAY OF
FEBRUARY, 2016 AT 10:14 A.M.

ORDER NUMBER: 30066162

CUSTOMER FILE NUMBER:



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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PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING
OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).



LAND TITLE CERTIFICATE

S
 LINC SHORT LEGAL TITLE NUMBER
 0028 582 105 0011415;36 101 049 364 +1

LEGAL DESCRIPTION

CONDOMINIUM PLAN 0011415
 UNIT 36
 AND 48 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
 EXCEPTING THEREOUT ALL MINES AND MINERALS

ATS REFERENCE: 5;1;23;10;NE
 ESTATE: FEE SIMPLE

MUNICIPALITY: CITY OF CALGARY

REFERENCE NUMBER: 061 381 225 +1

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
101 049 364	18/02/2010	TRANSFER OF LAND		SEE INSTRUMENT

OWNERS

WILLIAM TAYLOR

AND

CHANTELLE GERES

BOTH OF:

1212 LAKE FRASER COURT SE

CALGARY

ALBERTA T2J 7G4

AS JOINT TENANTS

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION	DATE (D/M/Y)	PARTICULARS
991 067 656	12/03/1999	CAVEAT

RE : EASEMENT

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2
101 049 364 +1

REGISTRATION
NUMBER DATE (D/M/Y) PARTICULARS

991 067 657 12/03/1999 CAVEAT
RE : RESTRICTIVE COVENANT

101 049 365 18/02/2010 MORTGAGE
MORTGAGEE - THE TORONTO DOMINION BANK.
500 EDMONTON CITY CENTRE E
EDMONTON
ALBERTA T5J5E8
ORIGINAL PRINCIPAL AMOUNT: \$193,600

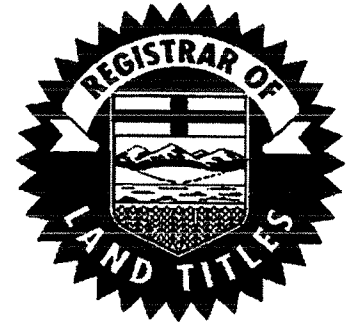
* ADDITIONAL REGISTRATIONS MAY BE SHOWN ON THE CONDOMINIUM ADDITIONAL
PLAN SHEET

TOTAL INSTRUMENTS: 003

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 5 DAY OF
FEBRUARY, 2016 AT 10:41 A.M.

ORDER NUMBER: 30066651

CUSTOMER FILE NUMBER:



END OF CERTIFICATE

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED
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PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING
OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

061 381 225 +1

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

ALBERTA R3C3B6

ORIGINAL PRINCIPAL AMOUNT: \$246,600

101 049 364 18/02/2010 TRANSFER OF LAND
OWNERS - WILLIAM TAYLOR
OWNERS - CHANTELLE GERES
BOTH OF:
1212 LAKE FRASER COURT SE
CALGARY
ALBERTA T2J7G4
AS JOINT TENANTS
NEW TITLE ISSUED

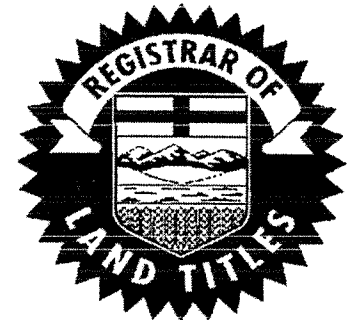
* ADDITIONAL REGISTRATIONS MAY BE SHOWN ON THE CONDOMINIUM ADDITIONAL
PLAN SHEET

TOTAL INSTRUMENTS: 004

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 5 DAY OF
FEBRUARY, 2016 AT 10:43 A.M.

ORDER NUMBER: 30066692

CUSTOMER FILE NUMBER:



END OF CERTIFICATE

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PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING
OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).



HISTORICAL LAND TITLE CERTIFICATE
TITLE CANCELLED ON SEPTEMBER 15, 2006

S
LINC SHORT LEGAL TITLE NUMBER
0028 582 105 0011415;36 041 060 146 +1

LEGAL DESCRIPTION

CONDOMINIUM PLAN 0011415
UNIT 36
AND 48 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

ATS REFERENCE: 5;1;23;10;NE
ESTATE: FEE SIMPLE

MUNICIPALITY: CITY OF CALGARY

REFERENCE NUMBER: 001 288 691 +68

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
041 060 146	11/02/2004	TRANSFER OF LAND		SEE INSTRUMENT

OWNERS

ARNOLD BREITKREUTZ
OF 1212 LAKE FRASER COURT SE
CALGARY
ALBERTA T2J 7G4

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION	DATE (D/M/Y)	PARTICULARS
NUMBER		
991 067 656	12/03/1999	CAVEAT RE : EASEMENT
991 067 657	12/03/1999	CAVEAT RE : RESTRICTIVE COVENANT
001 251 559	06/09/2000	MORTGAGE MORTGAGEE - CIBC MORTGAGES INC. P.O. BOX 2620

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

041 060 146 +1

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

CALGARY
ALBERTA T2P2M7
ORIGINAL PRINCIPAL AMOUNT: \$108,675

041 166 487 11/05/2004 DISCHARGE OF MORTGAGE 001251559

061 381 225 15/09/2006 TRANSFER OF LAND
OWNERS - RYAN MCCOMISKEY
1212 LAKE FRASER COURT SE
CALGARY
ALBERTA T2J7G4
NEW TITLE ISSUED

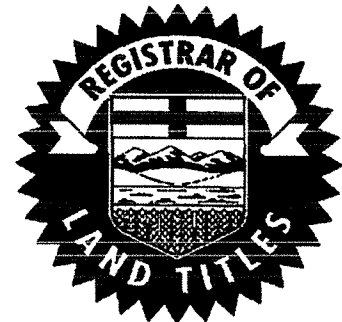
* ADDITIONAL REGISTRATIONS MAY BE SHOWN ON THE CONDOMINIUM ADDITIONAL
PLAN SHEET

TOTAL INSTRUMENTS: 005

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 5 DAY OF
FEBRUARY, 2016 AT 10:44 A.M.

ORDER NUMBER: 30066720

CUSTOMER FILE NUMBER:



END OF CERTIFICATE

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OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).



HISTORICAL LAND TITLE CERTIFICATE
TITLE CANCELLED ON FEBRUARY 11, 2004

S
LINC SHORT LEGAL TITLE NUMBER
0028 582 105 0011415;36 001 288 691 +68

LEGAL DESCRIPTION

CONDOMINIUM PLAN 0011415
UNIT 36
AND 48 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

ATS REFERENCE: 5;1;23;10;NE
ESTATE: FEE SIMPLE

MUNICIPALITY: CITY OF CALGARY

REFERENCE NUMBER: 001 251 558

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
001 288 691	11/10/2000	PLAN CORRECTION		

OWNERS

MARK ANDRE LIPTAK
OF 1212 LAKE FRASER COURT SE
CALGARY
ALBERTA T2J 7G4

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION		
NUMBER	DATE (D/M/Y)	PARTICULARS
991 067 656	12/03/1999	CAVEAT RE : EASEMENT
991 067 657	12/03/1999	CAVEAT RE : RESTRICTIVE COVENANT
001 251 559	06/09/2000	MORTGAGE MORTGAGEE - CIBC MORTGAGES INC. P.O. BOX 2620

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

001 288 691 +68

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

CALGARY
ALBERTA T2P2M7
ORIGINAL PRINCIPAL AMOUNT: \$108,675

041 060 146 11/02/2004 TRANSFER OF LAND
OWNERS - ARNOLD BREITKREUTZ
1212 LAKE FRASER COURT SE
CALGARY
ALBERTA T2J7G4
NEW TITLE ISSUED

* ADDITIONAL REGISTRATIONS MAY BE SHOWN ON THE CONDOMINIUM ADDITIONAL
PLAN SHEET

TOTAL INSTRUMENTS: 004

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 5 DAY OF
FEBRUARY, 2016 AT 10:46 A.M.

ORDER NUMBER: 30066750

CUSTOMER FILE NUMBER:



END OF CERTIFICATE

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OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).



Tax Information

Query Information

Request Number: 13451676

Charged: Yes

Response Date: 2016/02/05

CompanyID: LICENSE

UserID: TLCINC

Folio #: billington barrister

Search Key: 1212 LAKE FRASER CO SE

Title Information

Parcel Address: 1212 LAKE FRASER CO SE

Title #: 101049364001

Description: 0011415;36

Assessment and Property Tax Information for 141501726

Roll #: 141501726

2016 Assessment Value: 293,000

Municipality: Calgary

Supplementary Assessment: 0

Supplementary Tax Levy: 0.00

Supplementary Months: 0

Tax Status: Taxable

2015 Tax Levy (includes Supplementary Tax Levy - as shown above & Local Improvement Levies): 1,634.25

Account Balance Owing: -272.00

Current Tax: -272.00

Current Penalty: 0.00

Arrears: 0.00

Arrears Penalty: 0.00

of Buildings on Site:

Property Use:

Sub-property Use:

- Single Residential



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Up



LAND TITLE CERTIFICATE

S
 LINC SHORT LEGAL TITLE NUMBER
 0031 390 438 0513756;9;52 141 157 395

LEGAL DESCRIPTION
 PLAN 0513756
 BLOCK 9
 LOT 52
 EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
 ATS REFERENCE: 5;1;24;5;SW

MUNICIPALITY: CITY OF CALGARY

REFERENCE NUMBER: 081 220 389

REGISTRATION	DATE (DMY)	REGISTERED OWNER(S)		
		DOCUMENT TYPE	VALUE	CONSIDERATION
141 157 395	24/06/2014	TRANSFER OF LAND	\$1,175,000	\$1,175,000

OWNERS

LOUIS JAMERNIK
 OF 2004 - 45 AVE SW
 CALGARY
 ALBERTA T2T 2P5
 (DATA UPDATED BY: 141307260)

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
151 292 657	12/11/2015	MORTGAGE MORTGAGEE - ALBERTA TREASURY BRANCHES. 1110-17 AVE SW CALGARY ALBERTA T2TOB4 ORIGINAL PRINCIPAL AMOUNT: \$1,320,000

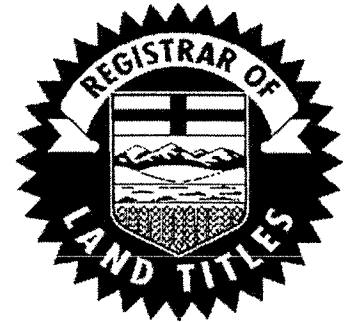
TOTAL INSTRUMENTS: 001

(CONTINUED)

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 11 DAY OF
FEBRUARY, 2016 AT 03:00 P.M.

ORDER NUMBER: 30102425

CUSTOMER FILE NUMBER: 15047-002



END OF CERTIFICATE

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED
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OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).



HISTORICAL LAND TITLE CERTIFICATE
TITLE CANCELLED ON JUNE 24, 2014

S
LINC SHORT LEGAL TITLE NUMBER
0031 390 438 0513756;9;52 081 220 389

LEGAL DESCRIPTION
PLAN 0513756
BLOCK 9
LOT 52
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 5;1;24;5;SW

MUNICIPALITY: CITY OF CALGARY

REFERENCE NUMBER: 061 266 149

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
081 220 389	24/06/2008	TRANSFER OF LAND	\$1,200,000	CASH & MORTGAGE

OWNERS

KAREN J HAUGHEY
OF 2004 - 45TH AVENUE SW
CALGARY
ALBERTA T2T 2P5

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION	DATE (D/M/Y)	PARTICULARS
NUMBER		
071 138 326	22/03/2007	MORTGAGE MORTGAGEE - BASE FINANCE LTD. 724 - 55TH AVE. S.W., CALGARY ALBERTA T2V0G3 ORIGINAL PRINCIPAL AMOUNT: \$550,000
081 220 390	24/06/2008	MORTGAGE MORTGAGEE - BANK OF MONTREAL. 865 HARRINGTON COURT

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2
081 220 389

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

BURLINGTON
ONTARIO L7N3P3
ORIGINAL PRINCIPAL AMOUNT: \$225,000

081 220 391 24/06/2008 MORTGAGE
MORTGAGEE - BANK OF MONTREAL.
222 - 5TH AVENUE S.W., CALGARY
ALBERTA T2P0L1
ORIGINAL PRINCIPAL AMOUNT: \$735,000

081 374 500 03/10/2008 DISCHARGE OF MORTGAGE 071138326

091 035 260 05/02/2009 DISCHARGE OF MORTGAGE 081220390

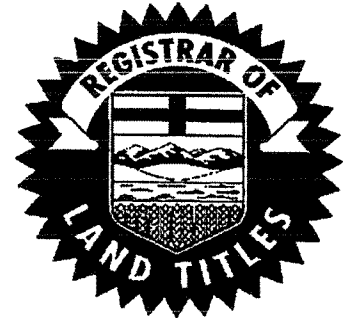
141 157 395 24/06/2014 TRANSFER OF LAND
OWNERS - LOU JAMERNIK
2004 - 45 AVE SW
CALGARY
ALBERTA T2T2P5
NEW TITLE ISSUED

TOTAL INSTRUMENTS: 006

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 12 DAY OF
FEBRUARY, 2016 AT 12:54 P.M.

ORDER NUMBER: 30107620

CUSTOMER FILE NUMBER:



END OF CERTIFICATE

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OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).



CERTIFIED COPY OF
Certificate of Title

S

LINC SHORT LEGAL
0031 390 438 0513756;9;52

TITLE NUMBER: 061 266 149
TRANSFER OF LAND
DATE: 04/07/2006

AT THE TIME OF THIS CERTIFICATION

WHITEHAWK RANCH CORP.,
OF 1721- 22ND STREET SW
CALGARY
ALBERTA T3C 4H1

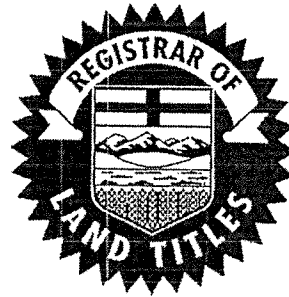
IS THE OWNER OF AN ESTATE IN FEE SIMPLE
OF AND IN

PLAN 0513756
BLOCK 9
LOT 52
EXCEPTING THEREOUT ALL MINES AND MINERALS

SUBJECT TO THE ENCUMBRANCES, LIENS AND INTERESTS NOTIFIED BY MEMORANDUM UNDER-
WRITTEN OR ENDORSED HEREON, OR WHICH MAY HEREAFTER BE MADE IN THE REGISTER.

REGISTRATION		ENCUMBRANCES, LIENS & INTERESTS
NUMBER	DATE (D/M/Y)	PARTICULARS
071 138 326	22/03/2007	MORTGAGE MORTGAGEE - BASE FINANCE LTD.. 724 - 55TH AVE. S.W., CALGARY ALBERTA T2V0G3 ORIGINAL PRINCIPAL AMOUNT: \$550,000

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE
REPRESENTED HEREIN THIS 24 DAY OF APRIL ,2007



SUPPLEMENTARY INFORMATION
VALUE: \$212,500
CONSIDERATION: \$212,500
MUNICIPALITY: CITY OF CALGARY
REFERENCE NUMBER:
051 428 150 +1
ATS REFERENCE:
5;1;24;5;SW
TOTAL INSTRUMENTS: 001

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2
061 266 149

REGISTRATION
NUMBER DATE (D/M/Y) PARTICULARS

CAVEATOR - MORBANK FINANCIAL INC.
200, 815- 10TH AVE SW
CALGARY
ALBERTA T2R0B4
AGENT - CARL E MCCLINTOCK

071 138 326 22/03/2007 MORTGAGE
MORTGAGEE - BASE FINANCE LTD.
724 - 55TH AVE. S.W., CALGARY
ALBERTA T2V0G3
ORIGINAL PRINCIPAL AMOUNT: \$550,000

071 197 515 24/04/2007 DISCHARGE OF MORTGAGE 061266150

071 197 516 24/04/2007 DISCHARGE OF CAVEAT 061266151

071 239 331 16/05/2007 CHANGE OF ADDRESS FOR SERVICE
RE: WHITEHAWK RANCH CORP.
PO BOX 366
CARSELAND
ALBERTA T0J0M0
AFFECTS INSTRUMENT: 061266149

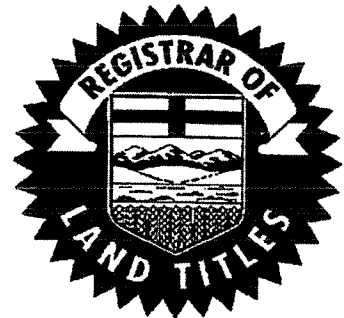
081 220 389 24/06/2008 TRANSFER OF LAND
OWNERS - KAREN J HAUGHEY
2004 - 45TH AVENUE SW
CALGARY
ALBERTA T2T2P5
NEW TITLE ISSUED

TOTAL INSTRUMENTS: 007

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 12 DAY OF
FEBRUARY, 2016 AT 12:55 P.M.

ORDER NUMBER: 30107627

CUSTOMER FILE NUMBER:



END OF CERTIFICATE

(CONTINUED)

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.

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HISTORICAL LAND TITLE CERTIFICATE
TITLE CANCELLED ON JULY 04, 2006

S
LINC SHORT LEGAL TITLE NUMBER
0031 390 438 0513756;9;52 051 428 150 +1

LEGAL DESCRIPTION
PLAN 0513756
BLOCK 9
LOT 52
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 5;1;24;5;SW

MUNICIPALITY: CITY OF CALGARY

REFERENCE NUMBER: 051 293 247

REGISTRATION	DATE (DMY)	REGISTERED OWNER(S) DOCUMENT TYPE	VALUE	CONSIDERATION
051 428 150	14/11/2005	SUBDIVISION PLAN		

OWNERS

JASON HUBER

AND

KEITH HUBER

BOTH OF:

2004 - 45 AVE SW

CALGARY

ALBERTA T2T 2P5

AS JOINT TENANTS

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
061 266 149	04/07/2006	TRANSFER OF LAND OWNERS - WHITEHAWK RANCH CORP. 1721- 22ND STREET SW CALGARY

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2
051 428 150 +1

REGISTRATION
NUMBER DATE (D/M/Y) PARTICULARS

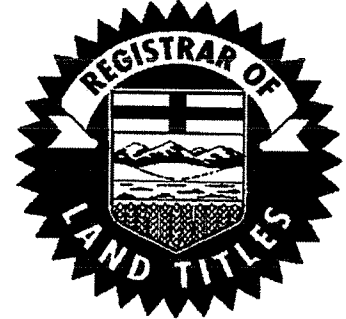
ALBERTA T3C4H1
NEW TITLE ISSUED

TOTAL INSTRUMENTS: 001

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 12 DAY OF
FEBRUARY, 2016 AT 12:56 P.M.

ORDER NUMBER: 30107638

CUSTOMER FILE NUMBER:



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
TITLE CANCELLED ON NOVEMBER 14, 2005

B
LINC SHORT LEGAL TITLE NUMBER
0019 061 985 5860AM;9;1-3 051 293 247

LEGAL DESCRIPTION

PLAN 5860AM
BLOCK 9
LOTS 1, 2 AND THAT PORTION OF LOT 3
WHICH LIES TO THE EAST OF THE WESTERLY 15 FEET
THROUGHOUT THE SAID LOT 3

EXCEPTING THEREOUT ALL COAL

ATS REFERENCE: 5;1;24;5;SW
ESTATE: FEE SIMPLE

MUNICIPALITY: CITY OF CALGARY

REFERENCE NUMBER: 871 195 961

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
051 293 247	15/08/2005	TRANSFER OF LAND	\$425,000	CASH

OWNERS

JASON HUBER

AND

KEITH HUBER

BOTH OF:

2004 - 45 AVE SW

CALGARY

ALBERTA T2T 2P5

AS JOINT TENANTS



HISTORICAL LAND TITLE CERTIFICATE
TITLE CANCELLED ON AUGUST 15, 2005

B
LINC SHORT LEGAL TITLE NUMBER
0019 061 985 5860AM;9;1-3 871 195 961

LEGAL DESCRIPTION

PLAN 5860AM
BLOCK 9
LOTS 1, 2 AND THAT PORTION OF LOT 3
WHICH LIES TO THE EAST OF THE WESTERLY 15 FEET
THROUGHOUT THE SAID LOT 3

EXCEPTING THEREOUT ALL COAL

ATS REFERENCE: 5;1;24;5;SW
ESTATE: FEE SIMPLE

MUNICIPALITY: CITY OF CALGARY

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
871 195 961	26/10/1987			\$87,000

OWNERS

MARY TERESA BAXTER (GEOPHYSICAL TECHNICIAN)

AND

PETER BAXTER (GEOPHYSICAL TECHNICIAN)

BOTH OF:

2004-45 AVE SW

CALGARY

ALBERTA

AS JOINT TENANTS

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION	DATE (D/M/Y)	PARTICULARS
NUMBER		
871 195 963	26/10/1987	MORTGAGE MORTGAGEE - SHELL EMPLOYEES' CREDIT UNION LIMITED.

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2
871 195 961

REGISTRATION
NUMBER DATE (D/M/Y) PARTICULARS

P.O. BOX 100, STN M
400-4 AVE SW
CALGARY
ALBERTA T2P2H5
ORIGINAL PRINCIPAL AMOUNT: \$65,000

961 087 552 26/04/1996 DISCHARGE OF MORTGAGE 871195963

961 087 553 26/04/1996 REQUEST FOR RELEASE OF D.C.T.
DCT ISSUED
SURRENDERED BY 051293247

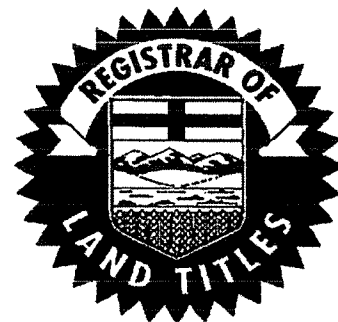
051 293 247 15/08/2005 TRANSFER OF LAND
OWNERS - JASON HUBER
OWNERS - KEITH HUBER
BOTH OF:
2004 - 45 AVE SW
CALGARY
ALBERTA T2T2P5
AS JOINT TENANTS
NEW TITLE ISSUED

TOTAL INSTRUMENTS: 004

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 12 DAY OF
FEBRUARY, 2016 AT 12:59 P.M.

ORDER NUMBER: 30107664

CUSTOMER FILE NUMBER:



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).



BASE MORTGAGE & INVESTMENT LTD.

724 - 55th Avenue S.W.
CALGARY, ALBERTA T2V 0G3

PROPERTY TO BE MORTGAGED

MORTGAGE ADDRESS _____

MORTGAGE ACCEPTABLE _____ RATE _____ MAXIMUM RATE ACCEPTABLE _____ TERM DESIRED _____ AM _____

PURPOSE _____

IF PURCHASE: REAL ESTATE CO. _____ PHONE NO. _____
SALESMAN _____ PHONE NO. _____
VENDOR _____ PHONE NO. _____

APPRAISAL _____ TAXES _____

IS EXISTING FIRST TO BE PAID OUT? _____ IF SO, WHO PAYS PENALTY _____

IS HOME TO BE OWNER OCCUPIED? _____ TYPE OF PROPERTY _____

LEGAL? SIN # 617 050 257 (His)
620 315 887 (Her)

PERSONAL MORTGAGE APPLICATION

SURNAME HUBER FIRST Keith MIDDLE Dolmar AGE 71 1/2

SPOUSE Pam (Hilton) DEPENDANTS 0 MARITAL STATUS M

ADDRESS 11113 P.O. Box 366 Caseland AB HOW LONG 5 Yr RES. PHONE 934 2637

OWNS VALUE 2500,000 RENTS LANDLORD AMOUNT _____

EXISTING MORTGAGE:

	COMPANY	DATE OPEN	HIGH	PMTS.	TERM	RATE	BALANCE	DATE DUE
FIRST	<u>H.C.T.D. Bank</u>	<u>Centre St N</u>					<u>450,000</u>	<u>P+I</u>
SECOND								

PREVIOUS ADDRESS N/A HOW LONG _____ RENTED OWNED

EMPLOYMENT Whitehawk Punch Corp POSITION Pres. (Pam Hilton) HOW LONG _____ RENTED OWNED

ADDRESS _____ PHONE NO. _____ HOW LONG 5 YRS INCOME _____

PREV. EMPLOYMENT _____ POSITION _____ INCOME _____

ADDRESS _____ PHONE NO. _____ HOW LONG _____

PREVIOUS _____ POSITION _____ INCOME _____

ADDRESS _____ PHONE NO. _____ HOW LONG _____

SPOUSE EMPLOYMENT Co POSITION _____ INCOME Rental 1000

ADDRESS _____ PHONE NO. _____ HOW LONG _____

OTHER SOURCE OF INCOME Fireman Pension, Rental 4 YRS INCOME _____

BANK NAME J.D. Bank SVGS. _____ TOTAL INCOME _____

ADDRESS Centre St. N. PCA _____

PERSONAL FINANCIAL STATEMENT

ASSETS	LIABILITIES	MONTHLY PMTS.	BALANCE
CASH IN BANK	BANK LOANS		
DEPOSITS ON PROPERTY BEING PURCHASED			
VALUE OF PRESENT HOME			
LIFE INSURANCE CASH VALUE	OTHER LOANS		
AUTOMOBILE			
OTHER REAL ESTATE	OTHER MORTGAGES		
	CHARGE ACCOUNTS		
OTHER (STOCKS, BONDS, ETC.)			
	TOTAL LIABILITIES		
TOTAL ASSETS	NET WORTH		

I/WE HEREBY CONSENT TO SUCH CREDIT INVESTIGATION AS ARE REQUIRED.

WITNESS: _____ DATED THIS 28th DAY OF Feb. 2007

SALESMAN: _____ CUSTOMER SIGNATURE _____

THE MORTGAGE BROKERS REGULATION ACT
MORTGAGE DISCLOSURE STATEMENT

This form must be completed in duplicate with every mortgage application in accordance with The Mortgage Brokers Regulation Act, and one copy given to the borrower at least 24 hours before he is asked to sign the mortgage documents.

Detailed description of Security for Mortgage 2004 - 45 Ave SW, Calgary AB
Legal des - Plan 0513756, BLK 9, Lot 52

1. Principal amount of the regular (regular or collateral)
1st (1st, 2nd or 3rd) Mortgage to be repaid by the borrower \$ 550,000.00

2. Cost of Mortgage
a) Bonus or Discount \$
b) Commission to Agent or Broker to be pd from \$ 22,000.00
c) Insurance Fee proceeds \$
d) Any Fees or Charges Payable to Lender, Agent or Broker (Specify):
..... \$ N/A
Total Cost of Mortgage \$ 22,000.00

3. The following are expenses in obtaining a mortgage and are not included as a cost of mortgage in Items 2 & 3:
a) Fee for Inspection, Evaluation or Appraisal \$ N/A
b) Approximate Legal Fee and Disbursement TBD \$ 2,000.00
Total Expenses \$ 24,000.00

Total Items 2 and 3 \$ 526,000.00

4. Amount of money to be paid to the borrower or to be disbursed on his direction is (Item 1 less Item 2 and 3) \$

5. Terms of Mortgage
Amount of Mortgage (Item 1) \$ 550,000.00 will bear interest at 12.0 % (calculated half-yearly not in advance) per annum and shall be repayable in monthly (monthly) (quarterly) (semi-annual) (annual) (semi-annual) (low) installment of \$ 5,500.00 interest to mature in 1 years; installments are amortized over a period of N/A years. Property taxes are not collected by the lender. If other specify

NOTE: The effective rate of interest on any Mortgage will be higher than the rate shown above when subject to costs listed in Item 2.

6. True cost of Mortgage to be repaid is 16.3 % when compounded on the same basis as in Item 5 and total cost of Mortgage Item 2 are applied.

7. The Mortgage is due and payable in 1 years at which time the borrower, if all payments have been made on the due dates, will owe \$ 550,000.00

8. The Mortgage is not (is) (is not) renewable on the same terms as shown in Item five (5).

9. Prepayment Privileges: (Specify, indicating penalties, if any): Maybe paid in full after
Ninety (90) days without penalty subject to no arrears. This
mortgage is not assumable.

10. I/We Whitehawk Ranch Corp of of Keith Del Huber & Pam Hilton the Borrower(s) under this proposed mortgage have read and have been informed of the terms, conditions, and costs involved and fully understand Items 1 to 9 furnished to me/us by BASE MORTGAGE & INVESTMENTS LTD.
I/We have not signed any mortgage contracts on this mortgage and now sign this statement form in duplicate this 28th day of Feb 200 and I/We hereby acknowledge receipt of the fully completed original of this statement form.

Signature(s) of Borrower(s)

11. I, ARNOLD BREITKREUTZ of BASE MORTGAGE & INVESTMENTS LTD.
(Name of Company)

have fully completed the above statement form in duplicate and have explained Items 1 to 9 to the borrower(s) and have furnished the original to the Borrower(s) on the above mentioned date.

[Signature]
Signature of Authorized Representative

THE LAND TITLES ACT

MORTGAGE

WHITEHAWK RANCH CORP. of 1721 - 22 Street, S.W., of the City of **CALGARY**, in the Province of Alberta. **T2C 4H1**, being registered as owner of an estate, in fee simple, subject, however, to such encumbrances, liens and interests as are notified by memorandum underwritten or endorsed hereon, of all and singular that certain piece or parcel of land situate in the Province of Alberta, in the Dominion of Canada, being composed of:

PLAN 0513756 BLOCK 9 LOT 52 EXCEPTING THEREOUT ALL MINES AND MINERALS

in consideration of the sum of **FIVE HUNDRED FIFTY THOUSAND (\$550,000.00)** Dollars lent to it by **BASE FINANCE LTD.**, (who and whose heirs, executors, administrators, successors and assigns are hereinafter included in the expression "the Mortgagee"), the receipt of which sum it hereby acknowledges, covenant with the Mortgagee:

FIRSTLY: That I will pay to the Mortgagee in lawful money of Canada, at 724 - 55 avenue, S.W., **CALGARY, Alberta. T2V 0G3**, the sum of **FIVE HUNDRED FIFTY THOUSAND (\$550,000.00)** Dollars in the following manner, namely:

By semi-annual payments of **THIRTY-THREE THOUSAND (\$33,000.00)** on the 5th day of September, 2007 and every six (6) months thereafter, during the term of this Mortgage. The entire balance, including all accrued interest, is due and payable on March 5, 2008. The Mortgagor, when not in default, hereunder, shall have the privilege after June 5, 2007, of prepaying all or a portion of the balance outstanding without notice, bonus or penalty. This Mortgage is not assumable and upon the Mortgagor transferring the said lands, the entire balance outstanding, shall be due and payable.

SECONDLY: That I will pay interest in lawful money of Canada at the same place on the principal sum remaining from time to time unpaid at the rate of Twelve (12%) percent per annum all interest in arrears to become principal and to bear interest at the rate aforesaid, payable at the times, in the manner and at the place hereinbefore provided for the payment of interest from the time the same becomes due and payable. And in the case that the sums hereby secured or any part thereof be not paid at the time or times above set forth, for payment thereof, I will so long as such sums or any part thereof remain unpaid or owing on the security hereof, or during the continuance of this security, pay interest from day to day as hereinbefore provided on the said sums or so much thereof as shall for the time remain due, owing or unpaid during the continuance of this security. Provided that in the event of any default being made in the payment of any instalment of interest secured under this Mortgage the same shall thereupon become part of the principal hereby secured and shall bear interest from the time when the same became due at the rate aforesaid, and on each day when any instalment of interest falls due hereunder in each and every year until the whole of the said principal and interest secured hereby is fully paid and satisfied, all sums of money, whether interest or otherwise, then due and remaining unpaid shall become principal and bear interest at the rate aforesaid. And I covenant that the taking of a judgment or judgments under any of the covenants herein contained shall not operate as a merger of the said covenants or affect the right of the Mortgagee to interest at the above rate on any moneys due or owing to the Mortgagee during the continuance of this security under any of the covenants herein contained or on any judgment to be recovered thereon.

THIRDLY: And I hereby agree that if any default shall happen to be made in any payment of principal or interest or any of the moneys hereby secured or any part thereof, then, and in such case, the whole principal moneys hereby secured shall at the option of the Mortgagee become due and payable in like manner to all intents and purposes as if the time herein mentioned for payment of such principal money had fully come and expired. And in the event of my making a breach of any of the covenants in this Mortgage contained then such breach shall be deemed to be a default in payment of interest, and the Mortgagee shall at his option be at liberty to call in forthwith the whole of the principal and interest secured by this Mortgage and eject all persons in possession of the mortgaged premises. Provided, however, and the parties hereby agree, that the powers in this paragraph contained must be actually invoked to become effective and that nothing herein contained shall cause the Statute of Limitations to commence to run unless and until the Mortgagee shall actually exercise the option hereinbefore contained.

FOURTHLY: And I further covenant with the Mortgagee that I will forthwith insure and during the continuance of this security keep insured against loss or damage by fire each and every building on the said lands to the extent of their full insurable value in an Insurance company acceptable to the Mortgagee; and that I will not do or suffer anything whereby the said policy or policies may be vitiated, and that I will pay all premiums and sums of money necessary for such purposes as the same shall become due and will assign and deliver over to the Mortgagee the policy or policies of insurance and the receipt

or receipts thereto appertaining; and if I shall neglect to keep the said buildings or any of them insured as aforesaid, or to pay the said premiums, or to deliver such receipts, then it shall be lawful for the Mortgagee to insure the said buildings and all moneys expended by the Mortgagee with interest at the rate aforesaid computed from the time or times of advancing the same, shall be repaid by me to the Mortgagee on demand, and in the meantime the amount of such payments shall be added to the said principal sum hereby secured and shall bear interest at the rate aforesaid from the time of such payment and shall be payable at the time appointed for the next ensuing payment of interest on the said principal sum and all such payments shall become a part of the principal secured by this Mortgage and shall be charged upon the said lands and all my estate and interest therein. Evidence of the renewal of such insurance shall be produced to the Mortgagee at least seven days before the insurance then existing shall expire, otherwise the Mortgagee may insure as hereinbefore provided.

FIFTHLY: And it is hereby agreed that all moneys received by virtue of any policy or policies of insurance may at the option of the Mortgagee, either be forthwith applied in or towards substantially rebuilding, reinstating and repairing the said building, or in or towards the payment of the last instalment of principal falling due under and by virtue of these presents and in the case of a surplus in or towards the payment of the instalment next preceding in point of time of payment, and so on until the whole of the principal hereunder shall be paid, and in the case of a surplus, then in or towards payment of interest at the rate aforesaid and so on until the whole of the principal sum and interest hereunder shall be fully paid and satisfied, the balance, if any, to be paid to me.

SIXTHLY: And I further agree to furnish, forthwith on the happening of such loss or damage by fire or other hazard or peril, and at my expense, all the necessary proofs of loss and to do all the acts necessary to enable the Mortgagee to obtain payment of the insurance moneys.

SEVENTHLY: And for the purpose of better securing the punctual payment of the interest on the said principal sum I do hereby attorn to and become tenant of the Mortgagee for the said lands, at a yearly rental equivalent to the annual interest payable hereunder, to be paid in manner and on the days and times before appointed for the payment of the said interest, and on payment thereof the same shall be taken to be and shall be, in satisfaction of the said interest; but nothing in this provision shall make the Mortgagee chargeable or accountable as Mortgagee in possession. Provided also that the Mortgagee may at any time after default in payment or performance of any covenant or condition hereunder, enter into and upon the said lands, or any part thereof, and determine the tenancy hereby created, without giving any notice to quit.

EIGHTHLY: And, further, that if I shall make default in payment of any part of the said principal or interest or any other moneys hereby intended to be secured at any day or time hereinbefore limited for the payment thereof, it shall and may be lawful for the Mortgagee, and I do hereby grant full power and license to the Mortgagee to enter, seize and distrain upon the said lands, or any part thereof, and by distress warrant to recover by way of rent reserved, as in the case of a demise of the said lands, as much of said principal, interest and other moneys as shall from time to time be or remain in arrears and unpaid, together with all costs, charges and expenses attending such levy or distress, as in like cases of distress for rent.

NINTHLY: It is also covenanted between me and the Mortgagee that if I shall make default in payment of the principal sum and interest thereon or any part thereof at any of the before appointed times, then the Mortgagee shall have the right and power, and I do hereby covenant with the Mortgagee for such purpose, and do grant to the Mortgagee full license and authority for such purpose when and so often as in his discretion he shall think fit to enter into possession, either by himself or his agent, of the said lands, and to collect the rents and profits thereof, and to make any demise or lease of the said lands, or any part thereof for such terms, periods, and at such rent as he shall think proper, and that any proceedings for sale or foreclosure may be taken either before or after and subject to such demise or lease.

TENTHLY: And it is further agreed between me and the Mortgagee that I will pay all taxes and rates which now are or may hereafter be levied or charged against the said land or on this Mortgage or on the Mortgagee in respect of this Mortgage and that the Mortgagee may at such time or times as he may deem it necessary, without the concurrence of any other person, make arrangements for the repairing, finishing, adding to or putting in order any building or buildings, or improvements on the said lands and for managing and taking care of the said lands and premises and may pay any such taxes and rates and any liens, charges or encumbrances upon the said lands, and moneys for insurance, and the amount so paid or indebtedness incurred as aforesaid by the Mortgagee, together with all costs, charges and expenses which may be incurred in connection therewith or in the taking, recovering and keeping possession of the said lands or inspecting the same (including allowance for the time and services of any agent of the Mortgagee appointed for such purpose) and generally in any other steps or proceedings whether in Court or not taken to protect his security or realize the moneys hereby secured, or to perfect the title to the said lands, shall become part of the principal hereby secured and be a charge on the said lands in favour of the Mortgagee, and shall be payable forthwith by me, my heirs, executors, administrators or assigns to the Mortgagee with interest at the rate aforesaid until paid and in default proceedings for sale or foreclosure may be taken, in addition to all other remedies. In the

event of the money hereby advanced, or any part thereof, being applied to the payment of any charges or encumbrances, the Mortgagee shall stand in the position of and be entitled to all the rights and remedies whether legal or equitable of the person or persons so paid off, whether any such charges or encumbrances have or have not been cancelled or discharged.

ELEVENTHLY: Provided that upon default being made for a period of one calendar-month in payment of any of the moneys hereby secured, the Mortgagee shall be entitled to sell and convey the said lands and premises, without entering into possession of the same and without giving any notice to me of his intention so to do, and either before or after and subject to any demise or lease made by the Mortgagee as herein before provided. Provided that any sale made under the powers hereby given may be on such terms as to credit or otherwise as shall appear to the Mortgagee most advantageous, and for such price as can be reasonably obtained therefor, and that sales may be made of any portion or portions of the mortgaged lands and premises, from time to time to satisfy any interest or any part of the principal overdue, leaving the principal or balance thereof to run at interest payable as aforesaid, and that the Mortgagee may make any stipulation as to title or otherwise as to the Mortgagee may seem proper, and the Mortgagee may buy in or rescind or vary and contract for sale of any of the said lands and premises, and resell without being responsible for any loss occasioned thereby, and for any of the said purposes may make and execute such agreements and assurances as shall be by the Mortgagee deemed necessary.

TWELFTHLY: Provided that I shall not be entitled to a discharge of this Mortgage until and unless I shall have kept and performed all of the covenants, provisos, agreements and stipulations herein contained, whether the Mortgagee has taken legal proceedings thereon and recovered judgment or otherwise, and I covenant with the Mortgagee that I shall and will in everything do, perform and keep all the provisions and covenants in these presents, according to the true intent and meaning thereof.

THIRTEENTHLY: And it is further agreed between me and the Mortgagee that the said Mortgagee shall not be bound for any reason whatsoever to advance the money hereby intended to be secured nor shall the Mortgagee, in the event of advancing or having advanced a portion, be bound to advance the balance hereof. And it is further agreed that the Mortgagee may release any part or parts of the said lands at any time at his discretion, either with or without any consideration therefor, without responsibility therefor and without thereby releasing any other part of the said lands, or any collateral security, or any person from this Mortgage, and from any of the covenants herein contained or contained in any collateral security.

FOURTEENTHLY: And it is hereby declared and agreed that any erection, machinery, fixed or otherwise, buildings or improvements hereafter put upon said premises shall thereupon become fixtures, and be part of the reality and form a part of this security.

FIFTEENTHLY: In case of default being made in any of the covenants, agreements, provisos, and stipulations herein contained, and by reason of such default the Mortgagee considers it necessary to place this Mortgage in the hands of his Solicitors for the purpose of having such default remedied then I covenant and agree with the Mortgagee to pay the full costs of said Solicitors as between Solicitor and Client.

SIXTEENTHLY: And I further covenant and agree that I will not permit or suffer any act of waste upon the said lands, and will during the existence of these presents well and sufficiently repair, maintain, amend and keep the buildings now or hereafter on the said lands and all fixtures and things thereunto belonging in good and substantial repair.

SEVENTEENTHLY: And in the case that this is a Mortgage on farm lands, I agree that the Mortgagee may insure the crops now or hereafter on the said lands, if any of the said lands are now or shall hereafter be brought under cultivation, for the amount of their full insurable value against loss or damage by hail, and all premiums therefore shall be recoverable and dealt with as hereinbefore provided in the case of premiums for fire insurance; and further that I will, if any part of the said land be now under cultivation or if any part of the said land shall hereafter during the continuance of this security be brought under cultivation, cultivate all such part or parts in the most approved husbandmanlike manner so as to maintain the said land in a good state of cultivation provided, however, that I may summerfallow in good farmerlike manner, one-third of all broken acres of such cultivated land (if any) in any year.

EIGHTEENTHLY: And it is further agreed that the waiver of one or more defaults under this Mortgage shall not be construed as a waiver of any subsequent or other default, and it is further agreed that the foreclosure, cancellation or any other dealing with any other security for the moneys advanced hereunder or secured hereby shall not release or affect this Mortgage and that the taking of this Mortgage or the foreclosure or cancellation of or any other dealing with, or proceedings under this Mortgage shall not release or affect any other security held by the Mortgagee for the moneys advanced or secured hereby.

NINETEENTHLY: The payments of principal and interest under this Mortgage being blended in the monthly payments

stipulated to be made hereunder, in order to comply with The Interest Act, the parties hereto state that the principal money intended to be secured hereby is the sum of **FIVE HUNDRED FIFTY THOUSAND (\$550,000.00)** Dollars and that by reason of the interest being payable monthly the rate of interest when paid in this manner is at the rate of **Twelve (12%)** per centum per annum, calculated half-yearly and not in advance.

TWENTIETHLY: And it is further agreed that all fees and charges of the Mortgagee's Solicitors in connection with the preparation and registration of this Mortgage and passing on my title to the said land shall be paid by me forthwith and if I make default in paying the same the Mortgagee may pay the amount of such fees and charges and add the amount so paid to the principal sum hereby secured and it shall thereafter be a charge on the said lands in favour of the Mortgagee and shall be repayable with interest as aforesaid.

TWENTY-FIRSTLY: And I hereby covenant with the Mortgagee that I;

- (1) have good title to the said land;
- (2) have a right to mortgage the said land;
- (3) and that in default, the Mortgagee shall have quiet possession of the land, free from all encumbrances;
- (4) will execute further assurances of the land as may be requisite;
- (5) have done no act to encumber the land;
- (6) all documents and papers concerning or affecting the title of the said land, shall be held by the Mortgagee during the currency of this Mortgage.

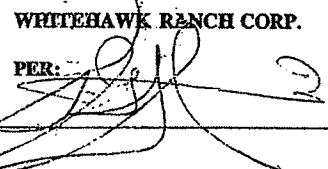
TWENTY-SECONDLY: And it is agreed that this Mortgage and all the covenants herein, shall be binding upon and enure to the benefit of the executors, administrators, successors and assigns of the parties hereto respectively, and wherever the singular or masculine is used throughout this Mortgage, the plural or feminine or a body corporate shall be implied wherever the context so requires. And it is further agreed that if this Mortgage is entered into and executed by more than one person, then all the covenants and stipulations herein contained and implied, shall apply to and be binding upon all the Mortgages jointly and severally.

AND for the better securing to the Mortgagee, the repayment in manner aforesaid of the said principal and interest and other charges and money hereby secured, I do hereby Mortgage to the said Mortgagee, all my estate and interest in the said lands.

IN WITNESS WHEREOF, the Mortgagor, has hereunder subscribed the signature of its duly authorized officer, this 02 day of March, A.D., 2007.

SIGNED, SEALED AND DELIVERED
by the above-named, in the
presence of:

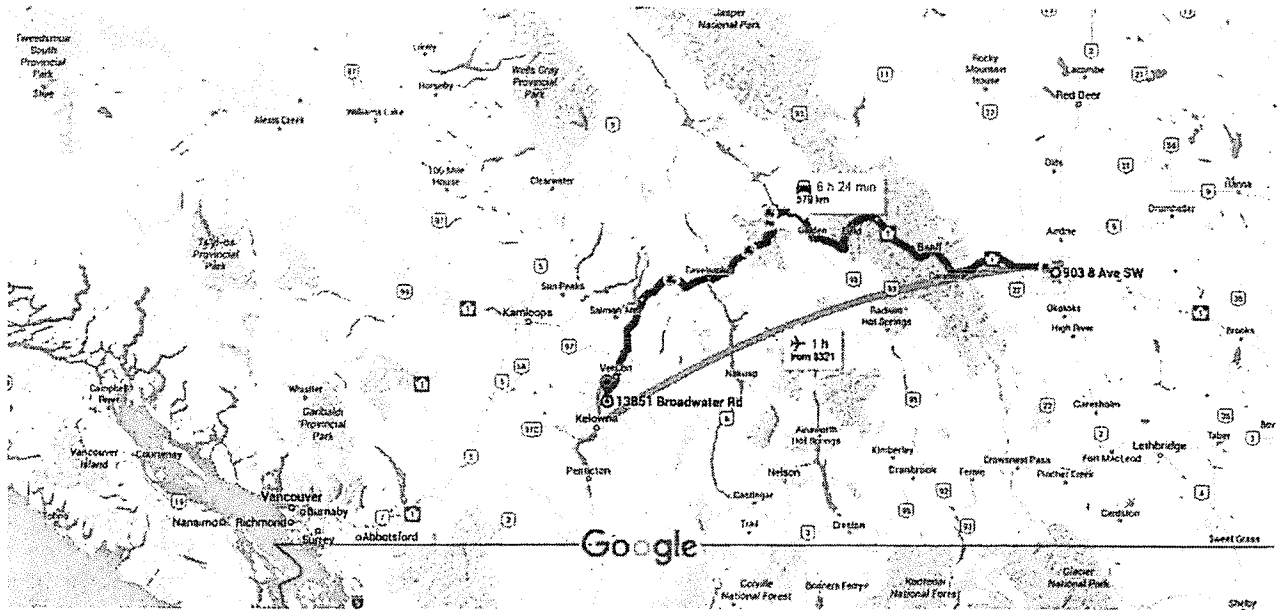
Witness to signature

)
) **WHITEHAWK RANCH CORP.**
) **PER:** 
)
)
)
)

Google Maps

903 8 Ave SW, Calgary, AB T2P 0P7 to 13851 Broadwater Rd

Drive 579 km, 6 h 24 min



Map data ©2015 Google 50 km

via Trans-Canada Hwy/AB-1 W and Trans-Canada Hwy/BC-1 W
6 h 6 min without traffic

6 h 24 min
579 km

Calgary, Canada—Kelowna, Canada

1 h
from CA\$321

have been payable to us) into the principal amount owing. The effect of both of those is to reduce the amounts payable to us in the short term.

28. In 2014 and 2015, the defendants in response to my request for payment in accordance with the terms of the agreement have raised continual delays and excuses for non-payment, which leads me to believe that the defendants either do not have or cannot obtain the monies requested, which in turn makes me question the legitimacy of the loan deals they have described to us.
29. In the course of my many requests for payment in 2015 from the defendants, Mr. Breitkreutz has on more than one occasion made statements to me to the effect that he is "maxed out", which I understood to mean that he cannot obtain the funds that I am requesting from him.
30. To my knowledge, which is based on my discussions from time to time with both Mr. Breitkreutz himself and my acquaintance Mr. Drabinsky, Mr. Breitkreutz:
 - a. owns a property in Arizona that he frequents for the purposes of playing golf;
 - b. owns a lakefront property near north Kelowna, British Columbia (a copy of the certificate of title for that property is attached as Exhibit "51");
 - c. owns a collection of automobiles.

Exigible Property of the Defendants

31. Based on some searches and investigation I have done, I have determined that Mr. Breitkreutz or his wife Susan Breitkreutz own the following properties:
 - a. his office property located at 724 – 55th Avenue SW, Calgary (a copy of the Land Title Certificate for which is attached as Exhibit "52");
 - b. a lakefront property located near Kelowna, BC (a copy of the title for which is attached at Exhibit "51"); an internet printout (Exhibit "53") shows the location and address of this property;

TITLE SEARCH PRINT

File Reference: 10656
Declared Value \$\$230000.

2015-10-02, 11:43:28
Requestor: Alycia DeBrujn

****CURRENT AND CANCELLED INFORMATION SHOWN****

Land Title District KAMLOOPS
Land Title Office KAMLOOPS

THIS IS EXHIBIT " 51 "
to the Affidavit of

Title Number KH105075
From Title Number KH88621

Jorge Grinman
Sworn before me this 15
day of October 2015

Application Entered 1994-11-17



Application Received 1994-10-28

A Commissioner for Oaths/Notary Public
in and for the Province of Alberta
Ravinder R. Jadusingh
Barrister and Solicitor

Registered Owner in Fee Simple
Registered Owner/Mailing Address: ARNOLD CARL BREITKREUTZ, CARPENTER
JUDY ALICE BREITKREUTZ, MANAGER
RR #1 SITE 16 COMP 8
OYAMA, BC
V0H 1W0
AS JOINT TENANTS

Taxation Authority DISTRICT OF LAKE COUNTRY

Description of Land
Parcel Identifier: 006-931-529
Legal Description:
LOT A SECTION 35 TOWNSHIP 20 OSOYOOS DIVISION YALE DISTRICT PLAN 22359 EXCEPT
PLAN 24769

Legal Notations
THIS CERTIFICATE OF TITLE MAY BE AFFECTED BY THE AGRICULTURAL LAND
COMMISSION ACT, SEE PLAN M11328

Charges, Liens and Interests
Nature: RIGHT OF WAY
Registration Number: J13391
Registration Date and Time: 1974-03-04 08:40
Registered Owner: WOOD LAKE IMPROVEMENT DISTRICT

TITLE SEARCH PRINT

File Reference: 10656
Declared Value \$\$230000.

2015-10-02, 11:43:28
Requestor: Alycia DeBruijn

Nature: MORTGAGE
Registration Number: KH105076
Registration Date and Time: 1994-10-28 09:47
Registered Owner: SCOTIA MORTGAGE CORPORATION
INCORPORATION NO. A23965
Cancelled By: LB167960
Cancelled Date: 2008-02-15

Nature: MORTGAGE
Registration Number: LB166053
Registration Date and Time: 2008-02-11 10:55
Registered Owner: THE BANK OF NOVA SCOTIA

Duplicate Infeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

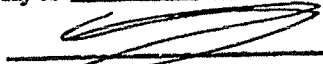
Corrections NONE

Canada411.ca
Results for Arnold Breitkreutz

Arnold Breitkreutz

13851 Broadwater Rd Lake Country, BC

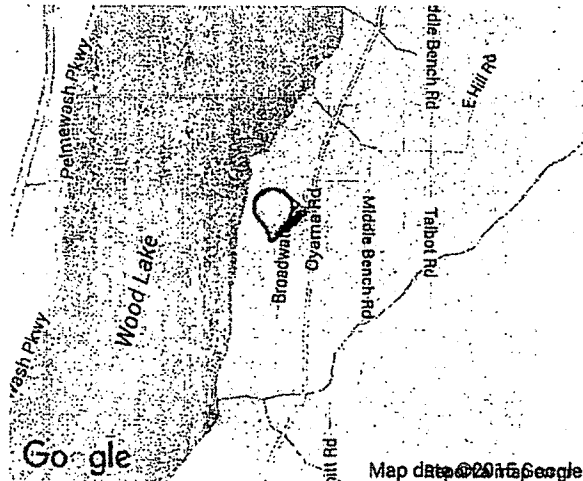
(250) 548-3390

THIS IS EXHIBIT " 53 "
to the Affidavit of
Jorge Grinman
Sworn before me this 15
day of October, 2015

A Commissioner for Oaths/Notary Public
in and for the Province of Alberta

Ravinder R. Jadusingh
Barrister and Solicitor



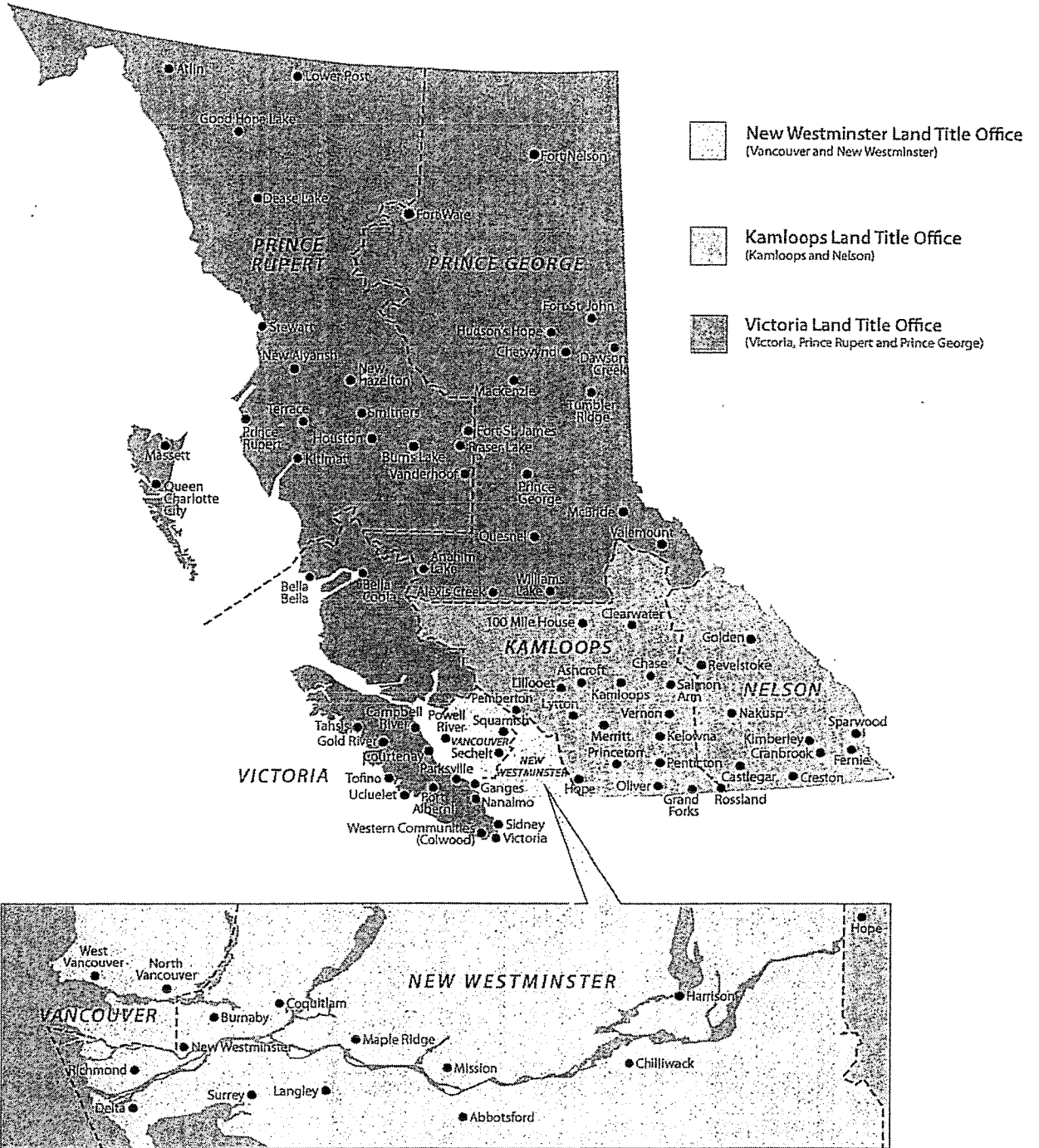
Arnold Breikreutz (250) 548-3390
13851 Broadwater Rd Lake Country BC V4V2B3



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13.9.1.0 (2015-07-09)

British Columbia Land Title Districts

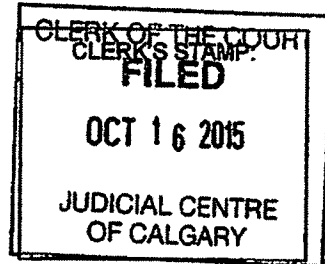


New Westminster Land Title Office
 Suite 300 - 88 Sixth Street
 New Westminster, BC V3L 5B3

Kamloops Land Title Office
 Suite 114 - 455 Columbia Street
 Kamloops, BC V2C 6K4

Victoria Land Title Office
 Suite 110 - 1321 Blanshard Street
 Victoria, BC V8W 9J3

COURT FILE NUMBER: 1501-11817
COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE: CALGARY
PLAINTIFFS / APPLICANTS: EASYLOAN CORPORATION AND MIKE TERRIGNO
DEFENDANTS / RESPONDENTS: BASE MORTGAGE & FINANCE LTD. AND BASE
FINANCE LTD., ARNOLD BREITKRUEZT, SUSAN
BREITKRUEZT, SUSAN WAY AND GP ENERGY
INC.
DOCUMENT: ORDER
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
Riverside Law Office
4108 Montgomery View NW
Calgary, AB T3B 0L9
Christopher Souster
Direct: (403) 685-4224
File: 3097



DATE ON WHICH THIS ORDER WAS PRONOUNCED: October 15, 2015
LOCATION OF HEARING: Calgary, Alberta
NAME OF JUSTICE WHO MADE THIS ORDER: Justice K. Yamauchi

UPON THE APPLICATION of the Plaintiffs, Easyloan Corporation and Mike Terrigno; AND UPON having read the Application, the Affidavits of Mike Terrigno sworn on October 15, 2015, filed; AND UPON reading the consent of BDO Canada Limited to act as receiver by way of equitable execution (the "Receiver") of Base Mortgage & Finance Ltd and Base Finance Ltd. ("Base Mortgage" and "Base Finance" or jointly the "Debtors"), filed; AND UPON hearing *ex parte* counsel for the Plaintiffs, Easyloan Corporation and Mike Terrigno, and counsel for BDO Canada Limited, the proposed receiver; AND UPON being advised that the Alberta Securities Commission has been advised of the within Application, and upon hearing from counsel for the Alberta Securities Commission; AND UPON being

advised that the neither the Applicants or the Receiver shall be seeking relief against the Alberta Securities Commission or the Director thereof.

IT IS HEREBY ORDERED AS FOLLOWS:

SERVICE

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

APPOINTMENT

2. Pursuant to section 13(2) of the *Judicature Act*, R.S.A. 2000, c.J-2 and section 99(a) of *The Business Corporations Act*, R.S.A. 2000, c.B-9, BDO Canada Limited is hereby appointed Receiver, without security, of all of the Debtors' current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including (without limitation):
 - (a) funds on deposit in bank accounts of the Debtors, respectively (the "Frozen Accounts"), as such Frozen Accounts are more particularly known to the Alberta Securities Commission and which have been frozen, described as Britannia Branch 1004050 - Transit Number 2649003.
 - (b) all Records (as hereinafter defined in paragraph 6 hereof) of the Debtor which are located or situated in, on or about the Subject Premises (as hereinafter defined in paragraph 3(t) hereof); and
 - (c) all Records (as hereinafter defined in paragraph 6 hereof) which are located or situated in, on or about the subject premises (as hereinafter defined in paragraph 3(t) hereof) which describe, pertain or in any way directly or indirectly relate to any one or more of:

- (i) 2015 Nissan Juke automobile, license plate #BJT 501. SN# JN8AF5MV2FT560636.
- (ii) Meridian 4 Range 25 Township 24, Section 17 (North halves of legal subdivisions 13 and 14 in the north west quarter containing approximately 16.2 hectares (Reference 0211599).
- (iii) including the Deed of Trust Note dated November 5, 2013 between Goliad Phoenix Energy LLC, a Texas LLC and Base Finance Ltd. ; and The Deed of Trust, Security Agreement and Assignment of Rental in which the Debtors have an interest as between Saddle Lake Energy LLC and Robert Carl Bedgood, Trustee, all of the State of Texas;
- (iv) Other properties as set out in the table below:

Property Address	Owner	Relation to Arnold B.	Legal Description
53 SUNCASTLE BAY SE Calgary Alberta	SUSAN ERBTKREUTZ	Wife	PLAN S120677; BLOCK 26; LOT 20 EXCEPTING THE RESCUT ALL MINES AND MINERALS
735 55th Ave SW Calgary Alberta	334109 ALBERTA LTD.	Sole owner and Director	PLAN 37026A; BLOCK 27; LOT 8 RESERVING QU'Y TO HER MAJESTY ALL COAL
721 55th AVE SW Calgary Alberta	ARNOLD ERBTKREUTZ		PLAN 1283AP; BLOCK 24, THE EASTERN 50 FEET THROUGHOUT OF ALL THAT PORTION OF LOT 8 WHICH IS SHOWN ON PLAN 1283ED AND THEREON OUTLINED IN RED EXCEPTING THE RESCUT ALL MINES AND MINERALS
739 55th AVE SW Calgary Alberta	ARNOLD ERBTKREUTZ & SUSAN ERBTKREUTZ		PLAN 125980; THE WEST 50 FEET OF THE SOUTH 120 FEET OF THE PARCEL EXCEPTING THE RESCUT ALL COAL

(all of such current and future assets, undertakings and properties hereinafter collectively described as the "Property").

RECEIVER'S POWERS

3. 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) subject to paragraphs 4, 4A and 4B hereof, to take possession and control of the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, protect and maintain control of 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, 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 other business, or cease to perform any contracts of the Debtor;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, legal 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 powers and duties conferred by this Order;
- (e) to purchase or lease machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;

- (g) to settle, extend or compromise any indebtedness owing to or by the Debtor;
- (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, 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;
- (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, 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 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 \$100,000, provided that the aggregate consideration for all such transactions does not exceed \$500,000; 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;
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (s) to take any steps reasonably incidental to the exercise of these powers;

- (t) subject to paragraph 4 hereof, to 724, 728 and 735 - 55 Ave SW Calgary, AB T2V 0G3, 63 Suncastle Bay SE Calgary Alberta, enter onto and inside the premises bearing the civic address without notice to, or consent from, any registered owner, landlord, tenant or person residing in or occupying the Subject Premises, for the purpose of locating, identifying and taking possession and control of the Property. The Subject Premises includes the business premises of the Base Corporations, the personal residences and business premises of Arnold Breitkruetz, Susan Breitkruetz, Susan Way and Brian Fox, together with their automobiles, storage facilities and any premises upon which computing devices or discs or electronic storage devices are located belonging to such Persons;
- (u) subject to paragraph 4 hereof, to take whatever steps are required by the Receiver in order to gain access to and to enter the Subject Premises, for the purpose of locating, identifying and taking possession and control of the Property;
- (v) subject to paragraph 4 hereof, to take whatever steps are required by the Receiver in order to gain access to any locked or secured cabinet, container, safe, safety deposit box, door, security system, room, suite, or computer (whether password-protected or otherwise) located in, upon or about the Subject Premises, for the purpose of locating, identifying and taking possession and control of the Property;

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 without interference from any other Person.

4. Any search of the Subject Premises which is carried out by or on behalf of the Receiver for the purpose of locating, identifying and taking possession and control of the Property:

- (a) shall take place between the hours of 9:00 a.m. and 5:00 p.m. on any day of the week other than Sunday;
 - (b) if not completed prior to 5:00 p.m. on any particular day, may be completed between 9:00 a.m. and 5:00 p.m. on a subsequent day (other than a Sunday); and
 - (c) shall involve no more than five persons carrying out such search, including up to two employees of BDO CANADA LIMITED and up to three contractors or agents whose assistance, services or expertise the Receiver may require, including (without limitation) legal counsel, locksmiths, bailiffs, computer technicians and peace officers.
- 4A. In the event that any Person (as hereinafter defined in paragraph 5 hereof) claims that any one or more of the Records (as hereinafter defined in paragraph 6 hereof) is subject to a claim of privilege in favour of such Person (the "Claimant"), or is subject to a claim of ownership in favour of the Claimant, then such Record(s) shall be dealt with as follows:
- (a) such Record(s) shall be identified and segregated by the Claimant in the presence of the Receiver;
 - (b) all Record(s) so identified and segregated shall be sealed and left in the possession or control of the Receiver;
 - (c) all Record(s) so identified, segregated, sealed and left in the possession or control of the Receiver shall not be shown by the Receiver to any Person (as hereinafter defined in paragraph 5 hereof) other than representatives of the Receiver and legal counsel to the Receiver; and
 - (d) all Record(s) so identified, segregated, sealed and left in the possession or control of the Receiver shall not be further dealt with until the Receiver is directed to deal with same.

- (i) by agreement between the Receiver and the Claimant; or
- (ii) by further Order of the Court.

4B. The delivery of Record(s) to the Receiver in accordance with the provisions of paragraph 4A of this Order shall not, in and of itself, constitute a waiver of any solicitor-client privilege which may attach to such Record(s).

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

- 5. (i) The Debtors, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order, including (without limitation) described as Britannia Branch 1004050 - Transit Number 2649003. and the Alberta Securities Commission (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 Debtor, 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. Without limiting the generality of the foregoing, such Persons include Arnold Breitkruetz, Susan Breitkruetz, Susan Way and Brian Fox.

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.
- 7A. At the request of the Receiver, a representative of the Calgary Police Service and/or a representative of the Royal Canadian Mounted Police shall attend at the Subject Premises for the purposes of keeping the peace, preventing any actual or apprehended breaches of the peace and assisting the Receiver in ensuring compliance with and execution of this Order.

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 OR THE PROPERTY

9. No Proceeding against or in respect of the Debtor 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 or the Property are hereby stayed and suspended pending further Order of this Court, provided, however, that nothing in this Order shall 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.

NO EXERCISE OF RIGHTS OF REMEDIES

10. All rights and remedies (including, without limitation, set-off rights) against the Debtor, 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 nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) 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, without written consent

of the Receiver or leave of this Court. Nothing in this Order shall prohibit any party to an "eligible financial contract" (as defined in section 11.1(1) of the *Companies' Creditors Arrangement Act*) with the Debtor from terminating such contract or exercising any rights of set-off, in accordance with its terms.

CONTINUATION OF SERVICES

12. All Persons having oral or written agreements with the Debtor 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 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'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 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 shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including wages, severance pay, termination pay, vacation pay, and pension or benefit amounts, other than such amounts as the Receiver may specifically agree in writing to pay, or such amounts as may be determined in a Proceeding before a court or tribunal of competent jurisdiction.
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 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; and
- (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.

Nothing in this Order shall derogate from the protection afforded to the Receiver by Section 14.06 of the BIA or any other applicable legislation.

RECEIVER'S ACCOUNTS

17. Any expenditure or liability which shall properly be made or incurred by the Receiver, including the fees of the Receiver and the fees and disbursements of its legal counsel, incurred at the standard rates and charges of the Receiver and its counsel, shall be allowed to it in passing its accounts and 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 (the "Receiver's Charge").

18. The Receiver and its legal counsel shall pass their accounts from time to time.
19. 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

20. 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 \$100,000.00 (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) and 81.6(2) and 88 of the BIA.
21. 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.

22. 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.
23. 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

24. 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

25. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
26. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.
27. The Receiver shall incur no personal or corporate liability or obligation as a result of its appointment or the fulfillment of its duties in carrying out the provisions of this Order, save and except for instances (if any) of gross negligence or wilful misconduct on its part.
28. Any liability of the Receiver whatsoever arising out of or from its appointment or the exercise of its powers hereunder shall be limited in the aggregate to the total remuneration earned by the Receiver in the carrying out of its duties under this Order.

29. 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.
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.
31. The Applicants are directed to file a Statement of the Claim in the within action to reflect the Defendants/Respondents to the within order. The clerk of the Honourable Court is directed to file the within order notwithstanding the style of cause is inconsistent with the style of the existing action.
32. The Plaintiffs, Easyloan Corporation and Mike Terrigno shall have their costs of this motion, up to and including entry and service of this Order, on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate in priority to all other claims against the Debtor's estate. The Plaintiffs, Easyloan Corporation and Mike Terrigno, shall have leave to reapply to the Court for additional costs (and indemnity from the Debtor's estate in respect of same) in the event that they determine that circumstances warrant such an application.
33. Any interested party may apply to this Court to vary or amend this Order on not less than 2 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.

SCHEDULE "A"
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that [RECEIVER'S NAME], the interim receiver and receiver and manager (the "Receiver") of all of the assets, undertakings and properties of [DEBTOR'S NAME] 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 numbers _____, 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__.

[RECEIVER'S NAME], solely in its capacity as Receiver of the Property (as defined in the Order), and not in its personal capacity

Per: _____
Name:
Title:



LAND TITLE CERTIFICATE

S		
LINC	SHORT LEGAL	TITLE NUMBER
0020 328 746	1693AF;24;B	111 024 067

LEGAL DESCRIPTION

PLAN 1693AF
 BLOCK 24
 THE EASTERLY 50 FEET THROUGHOUT OF ALL THAT PORTION OF LOT B
 WHICH IS SHOWN ON PLAN 1559EO AND THEREON OUTLINED IN RED
 EXCEPTING THEREOUT ALL MINES AND MINERALS

ATS REFERENCE: 5;1;23;33;NE
 ESTATE: FEE SIMPLE

MUNICIPALITY: CITY OF CALGARY

REFERENCE NUMBER: 841 076 263

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
111 024 067	28/01/2011	TRANSFER OF LAND	\$450,000	NOMINAL

OWNERS
 ARNOLD BREITKREUTZ
 OF 63 SUNCASTLE BAY SE
 CALGARY
 ALBERTA T2X 2M1

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
051 142 229	28/04/2005	MORTGAGE MORTGAGEE - ROYAL BANK OF CANADA. 5104 DONNELLY CRESCENT REGINA SASKATCHEWAN S4X4C9 ORIGINAL PRINCIPAL AMOUNT: \$195,000

Government Corporation/Non-Profit Search of Alberta ■ Corporate Registration System

Date of Search: 2015/11/03
Time of Search: 09:29 AM
Search provided by: BDO DUNWOODY LIMITED, Edmonton

Service Request Number: 24174818
Customer Reference Number:

Corporate Access Number: 203341037
Legal Entity Name: 334103 ALBERTA LTD.

Name History:

Previous Legal Entity Name	Date of Name Change (YYYY/MM/DD)
334103 ALBERTA LTD.	2013/09/11
GP ENERGY INC.	2015/09/03

Legal Entity Status: Active
Alberta Corporation Type: Numbered Alberta Corporation
Registration Date: 1985/07/31 YYYY/MM/DD

Registered Office:

Street: 724 55 AVE SW
City: CALGARY
Province: ALBERTA
Postal Code: T2V0G3

Records Address:

Street: 724 55 AVE SW
City: CALGARY
Province: ALBERTA
Postal Code: T2V 0G3

Directors:

Last Name: BREITKREUTZ
First Name: ARNOLD
Street/Box Number: 724, 55TH AVE SW
City: CALGARY
Province: ALBERTA
Postal Code: T2V 0G3

Voting Shareholders:

Last Name: BREITKREUTZ
First Name: ARNOLD
Street: 724, 55TH AVE SW
City: CALGARY
Province: ALBERTA
Postal Code: T2V 0G3
Percent Of Voting Shares: 100

Other Information:

Last Annual Return Filed:

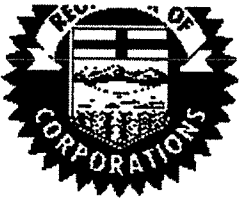
File Year	Date Filed (YYYY/MM/DD)
2015	2015/08/17

Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2015/08/17	Enter Annual Returns for Alberta and Extra-Provincial Corp.
2015/09/03	Name Change Alberta Corporation

This is to certify that, as of this date, the above information is an accurate reproduction of data contained within the official records of the Corporate Registry.





Government Corporation/Non-Profit Search of Alberta ■ Corporate Registration System

Date of Search: 2016/02/21
Time of Search: 03:10 PM
Search provided by: BDO DUNWOODY LIMITED, Edmonton

Service Request Number: 24695723
Customer Reference Number:

Corporate Access Number: 2011189905
Legal Entity Name: LDI REALTY WESTERN LTD.

Legal Entity Status: Active
Alberta Corporation Type: Named Alberta Corporation
Method of Registration: Amalgamation
Registration Date: 2004/07/31 YYYY/MM/DD

Registered Office:
Street: #204 - 8408 ELBOW DRIVE S.W.
City: CALGARY
Province: ALBERTA
Postal Code: T2V 1K7

Records Address:
Street: #204 - 8408 ELBOW DRIVE S.W.
City: CALGARY
Province: ALBERTA
Postal Code: T2V 1K7

Directors:
Last Name: HOGABOAM
First Name: LYLE
Middle Name: C.
Street/Box Number: 3371 EDGEWOOD DRIVE

City: NANAIMO
Province: BRITISH COLUMBIA
Postal Code: V9T 5V2

Voting Shareholders:

Last Name: LYLE CHARLES & RANDI HOGABOAM (JOINTLY)
Street: 3371 EDGEWOOD DRIVE
City: NANAIMO
Province: BRITISH COLUMBIA
Postal Code: V9Z 5Y2
Percent Of Voting Shares: 100

Details From Current Articles:

The information in this legal entity table supersedes equivalent electronic attachments

Share Structure: THE ATTACHED SCHEDULE "A" IS INCORPORATED INTO AND FORMS PART OF THIS FORM.

Share Transfers Restrictions: NO SHARES OF THE CORPORATION MAY BE TRANSFERRED WITHOUT THE PRIOR CONSENT OF THE DIRECTORS EXPRESSED BY A RESOLUTION PASSED BY THE DIRECTORS.

Min Number Of Directors: 1

Max Number Of Directors: 5

Business Restricted To: NONE.

Business Restricted From: NONE.

Other Provisions: THE ATTACHED SCHEDULE "B" IS INCORPORATED INTO AND FORMS PART OF THIS FORM.

Other Information:

Amalgamation Predecessors:

Corporate Access Number	Legal Entity Name

200834075	83407 ALBERTA LTD.
203138979	LDI REALTY WESTERN LTD.

Last Annual Return Filed:

File Year	Date Filed (YYYY/MM/DD)
2015	2015/08/27

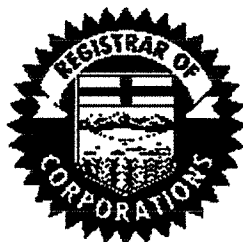
Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2004/07/31	Amalgamate Alberta Corporation
2015/08/27	Enter Annual Returns for Alberta and Extra-Provincial Corp.

Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Statutory Declaration	10000204000296220	2004/07/31
Share Structure	ELECTRONIC	2004/07/31
Other Rules or Provisions	ELECTRONIC	2004/07/31

This is to certify that, as of this date, the above information is an accurate reproduction of data contained within the official records of the Corporate Registry.



Government Corporation/Non-Profit Search of Alberta ■ Corporate Registration System

Date of Search: 2016/02/19
Time of Search: 10:12 AM
Search provided by: BDO DUNWOODY LIMITED, Edmonton

Service Request Number: 24690307
Customer Reference Number:

Corporate Access Number: 205481542

Legal Entity Name: RETIREMENT MORTGAGE CORPORATION

Name History:

Previous Legal Entity Name	Date of Name Change (YYYY/MM/DD)
548154 ALBERTA LTD.	1993/04/02

Legal Entity Status: Struck
Struck Off Date: 2010/06/02
Alberta Corporation Type: Named Alberta Corporation
Registration Date: 1992/12/01 YYYY/MM/DD

Registered Office:

Street: 724 55 AVE SW
City: CALGARY
Province: ALBERTA
Postal Code: T2V 0G3

Records Address:

Street: 724 55 AVE SW
City: CALGARY
Province: ALBERTA
Postal Code: T2V 0G3

Directors:

Last Name: BREITKREUTZ
First Name: ARNOLD
Street/Box Number: 724 55 AV SW
City: CALGARY
Province: ALBERTA
Postal Code: T2V 0G3

Voting Shareholders:

Last Name: BREITKREUTZ
First Name: ARNOLD
Street: 724 55 AVE SW
City: CALGARY
Province: ALBERTA
Postal Code: T2V 0G3
Percent Of Voting Shares: 50

Last Name: KUHN
First Name: LARRY
Middle Name: L
Street: 135 MILLRISE DRIVE SW
City: CALGARY
Province: ALBERTA
Postal Code: T2Y 2G3
Percent Of Voting Shares: 20

Last Name: WAY
First Name: BONNIE
Middle Name: L.
Street: 4, 10910 BONAVENTURE DR SE
City: CALGARY
Province: ALBERTA
Postal Code: T2J 4Y9
Percent Of Voting Shares: 10

Last Name: WAY
First Name: SUSAN
Middle Name: E
Street: 111 DEERFIELD CIRCLE SE

City: CALGARY
Province: ALBERTA
Postal Code: T2J 6T3
Percent Of Voting Shares: 20

Other Information:

Last Annual Return Filed:

File Year	Date Filed (YYYY/MM/DD)
2007	2008/01/03

Outstanding Returns:

Annual returns are outstanding for the 2015, 2014, 2013 and 5 previous file year(s).

Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2008/01/03	Enter Annual Returns for Alberta and Extra-Provincial Corp.
2010/02/02	Status Changed to Start for Failure to File Annual Returns
2010/06/02	Status Changed to Struck for Failure to File Annual Returns

This is to certify that, as of this date, the above information is an accurate reproduction of data contained within the official records of the Corporate Registry.

