

COURT FILE NUMBER 2603-04944
COURT COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE EDMONTON
PLAINTIFF COMPTERSHARE TRUST COMPANY OF CANADA
DEFENDANT 2597427 ALBERTA LTD., MUJTABA SYED and ALI HASSAN
DOCUMENT **APPROVAL AND VESTING ORDER (Sale by Receiver)**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT DLA Piper (Canada) LLP
1000, 250 2 Street SW
Calgary, Alberta T2P OC1

Lawyer: Anthony Mersich
Phone Number: (403) 776-8819
Fax Number: (403) 697 6600
Email Address: anthony.mersich@ca.dlapiper.com



DATE ON WHICH ORDER WAS PRONOUNCED: July 13, 2026

LOCATION WHERE ORDER WAS PRONOUNCED: Edmonton, Alberta

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Justice J. Gill

UPON THE APPLICATION by AlixPartners Restructuring, Inc. in its capacity as the Court-appointed receiver and manager (the **"Receiver"**) of the real property owned by 2597427 Alberta Ltd. (the **"Debtor"**) and legally described as:

CONDOMINIUM PLAN 9022742L UNITS 1-34 INCLUSIVE;
EXCEPTING THEREOUT ALL MINES AND MINERALS

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

all of the Debtor's present and after-acquired goods, chattel paper, money, securities, documents of title, instruments, and intangibles, which are now or at any time hereafter located at, related to, or used in connection with the Lands, and all parts, accessories, attachments, equipment, additions, accretions, and accessions thereto and proceeds thereof, (collectively with the Lands, the **"Property"**).

for an order (1) approving the sale transaction (the **"Transaction"**) contemplated by an agreement of purchase and sale (the **"Sale Agreement"**) between the Receiver and ARH Homes Inc. (the **"Purchaser"**)

dated July 2, 2026 and appended to the First Report of the Receiver dated July 6, 2026 (the “**Report**”), and vesting in the Purchaser (or its nominee) the Debtor’s right, title and interest in and to the assets described in the Sale Agreement (the “**Purchased Assets**”), and (2) sealing the Confidential Appendices 1, 2 and 3 (the “**Confidential Appendices**”) to the Report;

AND UPON HAVING READ the Receivership Order dated March 13, 2026 (the “**Receivership Order**”), the Report and the Affidavit of Service of Emily Nakogee dated July 10, 2026; **AND UPON HEARING** the submissions of counsel for the Receiver, the Purchaser, and no one appearing for any other person on the service list, although properly served as appears from the Affidavit of Service, filed;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. Service of notice of this application and supporting materials is hereby declared to be good and sufficient, no other person is required to have been served with notice of this application and time for service of this application is abridged to that actually given.

APPROVAL OF TRANSACTION

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

VESTING OF PROPERTY

3. Upon delivery of a Receiver’s certificate to the Purchaser (or its nominee) substantially in the form set out in **Schedule “A”** hereto (the “**Receiver’s Closing Certificate**”), all of the Debtor’s right, title and interest in and to the Purchased Assets listed in **Schedule “B”** hereto shall vest absolutely in the name of the Purchaser (or its nominee), free and clear of and from any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, “**Claims**”) including, without limiting the generality of the foregoing:
 - (a) any encumbrances or charges created by the Receivership Order;

- (b) any charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system;
- (c) any liens or claims of lien under the *Builders' Lien Act* (Alberta); and
- (d) those Claims listed in **Schedule "C"** hereto (all of which are collectively referred to as the **"Encumbrances"**, which term shall not include the permitted encumbrances, caveats, interests, easements, and restrictive covenants listed in **Schedule "D"** (collectively, **"Permitted Encumbrances"**))

and for greater certainty, this Court orders that all Claims including Encumbrances other than Permitted Encumbrances, affecting or relating to the Purchased Assets are hereby expunged, discharged and terminated as against the Purchased Assets.

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

- (a) the Registrar of Land Titles (**"Land Titles Registrar"**) for the lands defined below shall and is hereby authorized, requested and directed to forthwith:
 - (i) cancel the existing Certificates of Title for those lands and premises described in Schedule "B" attached to this Order;
 - (ii) issue a new Certificate of Title for the Lands in the name of the Purchaser (or its nominee), namely, **ARH Homes Inc.**;
 - (iii) transfer to the New Certificate of Title the existing instruments listed in Schedule "D", to this Order, and to issue and register against the New Certificate of Title such new caveats, utility rights of ways, easements or other instruments as are listed in Schedule "D"; and
 - (iv) discharge and expunge the Encumbrances listed in Schedule "C" to this Order and discharge and expunge any Claims including Encumbrances (but excluding

Permitted Encumbrances) which may be registered after the date of the Sale Agreement against the existing Certificate of Title to the Lands;

- (b) the Registrar of the Alberta Personal Property Registry (the “**PPR Registrar**”) shall and is hereby directed to forthwith cancel and discharge any registrations at the Alberta Personal Property Registry (whether made before or after the date of this Order) claiming security interests (other than Permitted Encumbrances) in the estate or interest of the Debtor in any of the Purchased Assets which are of a kind prescribed by applicable regulations as serial-number goods.
5. In order to effect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the Sale Agreement. Presentment of this Order and the Receiver’s Closing Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge registrations against any of the Purchased Assets of any Claims including Encumbrances but excluding Permitted Encumbrances.
 6. No authorization, approval or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Purchased Assets is required for the due execution, delivery and performance by the Receiver of the Sale Agreement.
 7. Upon delivery of the Receiver’s Closing Certificate together with a certified copy of this Order, this Order shall be immediately registered by the Land Titles Registrar notwithstanding the requirements of section 191(1) of the *Land Titles Act*, RSA 2000, c.L-7 and notwithstanding that the appeal period in respect of this Order has not elapsed. The Land Titles Registrar is hereby directed to accept all Affidavits of Corporate Signing Authority submitted by the Receiver in its capacity as Receiver of the Debtor and not in its personal capacity.
 8. For the purposes of determining the nature and priority of Claims, net proceeds from sale of the Purchased Assets (to be held in an interest bearing trust account by the Receiver) shall stand in the place and stead of the Purchased Assets from and after delivery of the Receiver’s Closing Certificate and all Claims including Encumbrances (but excluding Permitted Encumbrances) shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Purchased Assets and may be asserted against the net proceeds from sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale. Unless otherwise ordered (whether before or after the date of this Order), the Receiver shall not make any distributions to creditors of net proceeds from sale of the Purchased Assets without further order of

this Court, provided however the Receiver may apply any part of such net proceeds to repay any amounts the Receiver has borrowed for which it has issued a Receiver's Certificate pursuant to the Receivership Order.

9. Except as expressly provided for in the Sale Agreement, the Purchaser (or its nominee) shall not, by completion of the Transaction, have liability of any kind whatsoever in respect of any Claims against the Debtor.
10. Upon completion of the Transaction, the Debtor and all persons who claim by, through or under the Debtor in respect of the Purchased Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Purchased Assets, save and except for persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Purchased Assets, and to the extent that any such persons or entities remain in the possession or control of any of the Purchased Assets, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser (or its nominee).
11. Upon completion of the Transaction, the Purchaser (or its nominee) shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for its own use and benefit without any interference of or by the Debtor, or any person claiming by, through or against the Debtor.
12. Immediately upon closing of the Transaction, holders of Permitted Encumbrances shall have no claim whatsoever against the Receiver.
13. The Receiver is directed to file with the Court a copy of the Receiver's Closing Certificate forthwith after delivery thereof to the Purchaser (or its nominee).

RESTRICTED COURT ACCESS

14. The Confidential Appendix 1 to the Report shall be sealed on the Court file and shall not form part of the public record, notwithstanding Division 4 of Part 6 of the Alberta *Rules of Court* until such further order of the Court.
15. The Clerk of the Court shall file the Confidential Appendix 1 in a sealed envelope attached to a notice that sets out the style of cause of these proceedings and states that:

THIS ENVELOPE CONTAINS THE CONFIDENTIAL APPENDIX 1 OF THE
FIRST REPORT OF THE RECEIVER DATED JULY 6, 2026.

THE CONFIDENTIAL APPENDIX 1 OF FIRST REPORT OF THE RECEIVER IS SEALED PURSUANT TO AN ORDER OF THE HONOURABLE JUSTICE J. GILL GRANTED ON JULY 13, 2026, AND SHALL NOT BE PUBLICLY DISCLOSED UNTIL SUCH FURTHER ORDER OF THE COURT.

16. The Confidential Appendices 2 and 3 shall be sealed on the Court file and shall not form part of the public record, notwithstanding Division 4 of Part 6 of the Alberta Rules of Court until Receiver files a copy of the Receiver's Closing Certificate attached as Schedule "A" to this Order, or until such further order of the Court.
17. The Clerk of the Court shall file the Confidential Appendices 2 and 3 in a sealed envelope attached to a notice that sets out the style of cause of these proceedings and states that:

THIS ENVELOPE CONTAINS THE CONFIDENTIAL APPENDICES 2 AND 3 OF THE FIRST REPORT OF THE RECEIVER DATED JULY 6, 2026.

THE CONFIDENTIAL CONFIDENTIAL APPENDICES 2 AND 3 OF THE FIRST REPORT OF THE RECEIVER ARE SEALED PURSUANT TO AN ORDER OF THE HONOURABLE JUSTICE J. GILL GRANTED ON JULY 13, 2026, AND SHALL NOT BE PUBLICLY DISCLOSED UNTIL THE RECEIVER FILES A CERTIFICATE IN THE FORM ATTACHED AS SCHEDULE "A" TO THE SALE APPROVAL AND VESTING ORDER OF THE HONOURABLE JUSTICE J. GILL GRANTED ON JULY 183 2026, OR UNTIL SUCH FURTHER ORDER OF THE COURT.

18. Any interested party may apply to this Court to vary or amend the provisions relating to the sealing of the Confidential Appendices 1-3 on not less than 7 days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice as this Court may order.

MISCELLANEOUS MATTERS

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

the vesting of the Purchased Assets in the Purchaser (or its nominee) pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall

not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a transfer at undervalue, settlement, fraudulent preference, assignment, fraudulent conveyance, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

20. The Receiver, the Purchaser (or its nominee) and any other interested party, shall be at liberty to apply for further advice, assistance and direction as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.
21. This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such order and to provide such assistance to the Receiver, as an officer of the Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.
22. Service of this Order shall be deemed good and sufficient by:
 - (a) Serving the same on:
 - (i) the persons listed on the service list created in these proceedings;
 - (ii) any other person served with notice of the application for this Order;
 - (iii) any other parties attending or represented at the application for this Order;
 - (iv) the Purchaser or the Purchaser's solicitors; and
 - (b) Posting a copy of this Order on the Receiver's website at:
<https://www.ksvadvisory.com/experience/case/2597427-alberta-ltd>

and service on any other person is hereby dispensed with.

23. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.



 Justice of the Court of King's Bench of Alberta

SCHEDULE "A"**Form of Receiver's Closing Certificate**

COURT FILE NUMBER	2603-04944
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	EDMONTON
PLAINTIFF	COMPTERSHARE TRUST COMPANY OF CANADA
DEFENDANT	2597427 ALBERTA LTD., MUJTABA SYED and ALI HASSAN
DOCUMENT	RECEIVER'S CLOSING CERTIFICATE

Clerk's Stamp

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	DLA Piper (Canada) LLP 1000, 250 2 Street SW Calgary, Alberta T2P OC1 Lawyer: Anthony Mersich Phone Number: (403) 776-8819 Fax Number: (403) 697 6600 Email Address: anthony.mersich@ca.dlapiper.com
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RECITALS

- A. Pursuant to an Order of the Honourable Justice C. Feasby of the Court of King's Bench of Alberta, Judicial District of Edmonton (the "**Court**") dated March 13, 2026, AlixPartners Restructuring, Inc. (previously known as KSV Restructuring Inc.) was appointed as the receiver and manager (the "**Receiver**") of the real property owned by 2597427 Alberta Ltd. (the "**Debtor**") and legally described as:

CONDOMINIUM PLAN 9022742L UNITS 1-34 INCLUSIVE;
EXCEPTING THEREOUT ALL MINES AND MINERALS

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

all of the Debtor's present and after-acquired goods, chattel paper, money, securities, documents of title, instruments, and intangibles, which are now or at any time hereafter located at, related to, or used in connection with the Lands, and all parts, accessories, attachments, equipment, additions, accretions, and accessions thereto and proceeds thereof, (collectively with the Lands, the "**Property**").

- B. Pursuant to an Order of the Court dated July 13, 2026, the Court approved the agreement of purchase and sale made as of July 2, 2026 (the “**Sale Agreement**”) between the Receiver and ARH Homes Inc. (the “**Purchaser**”) and provided for the vesting in the Purchaser of the Debtor’s right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in section 7.1 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.
- C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser (or its nominee) has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in section 7.1 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser (or its nominee);
3. The Transaction has been completed to the satisfaction of the Receiver; and
4. This Certificate was delivered by the Receiver at **[Time]** on **[Date]**.

AlixPartners Restructuring, Inc., in its capacity as Receiver of the Property, and not in its personal capacity.

Per;_____

Name:

Title:

SCHEDULE "B"**PURCHASED ASSETS**

Title Number	Legal Description
252 069 334	CONDOMINIUM PLAN 9022742 UNIT 1 AND 322 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS
252 069 334 +1	CONDOMINIUM PLAN 9022742 UNIT 2 AND 239 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS
252 069 334 +2	CONDOMINIUM PLAN 9022742 UNIT 3 AND 235 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS
252 069 334 +3	CONDOMINIUM PLAN 9022742 UNIT 4 AND 330 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS
252 069 334 +4	CONDOMINIUM PLAN 9022742 UNIT 5 AND 387 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS
252 069 334 +5	CONDOMINIUM PLAN 9022742 UNIT 6 AND 253 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS
252 069 334 +6	CONDOMINIUM PLAN 9022742 UNIT 7 AND 244 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS
252 069 334 +7	CONDOMINIUM PLAN 9022742 UNIT 8 AND 300 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS

252 069 334 +8	CONDOMINIUM PLAN 9022742 UNIT 9 AND 327 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS
252 069 334 +9	CONDOMINIUM PLAN 9022742 UNIT 10 AND 292 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS
252 069 334 +10	CONDOMINIUM PLAN 9022742 UNIT 11 AND 287 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS
252 069 334 +11	CONDOMINIUM PLAN 9022742 UNIT 12 AND 331 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS
252 069 334 +12	CONDOMINIUM PLAN 9022742 UNIT 13 AND 392 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS
252 069 334 +13	CONDOMINIUM PLAN 9022742 UNIT 14 AND 261 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS
252 069 334 +14	CONDOMINIUM PLAN 9022742 UNIT 15 AND 331 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS
252 069 334 +15	CONDOMINIUM PLAN 9022742 UNIT 16 AND 305 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS
252 069 334 +16	CONDOMINIUM PLAN 9022742 UNIT 17 AND 330 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS

252 069 334 +17	CONDOMINIUM PLAN 9022742 UNIT 18 AND 235 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS
252 069 334 +18	CONDOMINIUM PLAN 9022742 UNIT 19 AND 144 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS
252 069 334 +19	CONDOMINIUM PLAN 9022742 UNIT 20 AND 231 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS
252 069 334 +20	CONDOMINIUM PLAN 9022742 UNIT 21 AND 340 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS
252 069 334 +21	CONDOMINIUM PLAN 9022742 UNIT 22 AND 396 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS
252 069 334 +22	CONDOMINIUM PLAN 9022742 UNIT 23 AND 266 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS
252 069 334 +23	CONDOMINIUM PLAN 9022742 UNIT 24 AND 331 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS
252 069 334 +24	CONDOMINIUM PLAN 9022742 UNIT 25 AND 309 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS
252 069 334 +25	CONDOMINIUM PLAN 9022742 UNIT 26 AND 330 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS

252 069 334 +26	CONDOMINIUM PLAN 9022742 UNIT 27 AND 235 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS
252 069 334 +27	CONDOMINIUM PLAN 9022742 UNIT 28 AND 144 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS
252 069 334 +28	CONDOMINIUM PLAN 9022742 UNIT 29 AND 231 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS
252 069 334 +29	CONDOMINIUM PLAN 9022742 UNIT 30 AND 340 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS
252 069 334 +30	CONDOMINIUM PLAN 9022742 UNIT 31 AND 396 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS
252 069 334 +31	CONDOMINIUM PLAN 9022742 UNIT 32 AND 266 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS
252 069 334 +32	CONDOMINIUM PLAN 9022742 UNIT 33 AND 331 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS
252 069 334 +33	CONDOMINIUM PLAN 9022742 UNIT 34 AND 309 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS

SCHEDULE "C"**CLAIMS**

Registration No.	Registration Date	Particulars
252 069 335	13/03/2025	MORTGAGE MORTGAGEE - COMPUTERSHARE TRUST COMPANY OF CANADA. C/O SPIRE PACIFIC CAPITAL CORPORATION SUITE 106, 7088 VENTURE STREET DELTA BRITISH COLUMBIA V4G1H5 ORIGINAL PRINCIPAL AMOUNT: \$5,156,250
252 069 336	13/03/2025	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - COMPUTERSHARE TRUST COMPANY OF CANADA. C/O SUITE 106, 7088 VENTURE STREET DELTA BRITISH COLUMBIA V4G1H5 AGENT - RICHARD H KENNEDY
262 109 447	02/04/2026	CONSTRUCTION LIEN LIENOR - ARH DEVELOPMENTS INC. ATTN: CODY VAN DE VEEN C/O MCLENNAN ROSS LLP 600, 12220 STONY PLAIN RD EDMONTON ALBERTA T5N3Y4 AGENT - CODY VAN DE VEEN AMOUNT: \$1,107,750 RECEIVED ON FEBRUARY 10, 2026
262 134 731	30/04/2026	CONSTRUCTION LIEN LIENOR - ARH DEVELOPMENTS INC. C/O MCLENNAN ROSS LLP ATTN: CODY VAN DE VEEN 600 12220 STONY PLAIN ROAD EDMONTON ALBERTA T5N3Y4 AMOUNT: \$356,412 DATE RECEIVED: MARCH 11, 2026

SCHEDULE “D”

PERMITTED ENCUMBRANCES

General Permitted Encumbrances

1. (a) any easements, rights of way, restrictive covenants and servitudes and other similar rights in land granted to, reserved or taken by any Governmental Authority, transit authority or public or private utility supplier or any subdivision, development, servicing, site plan or other similar agreement with any Governmental Authority, transit authority or public or private utility supplier; (b) any facility sharing, cost sharing, tunnel, servicing, parking, reciprocal and other similar agreements with neighbouring landowners and/or Governmental Authorities; and (c) any restrictive covenants, private deed restrictions and other similar land use controls or agreements.
2. Title defects or irregularities including any easements or rights of way in favour of any federal, provincial, municipal or other governmental bodies or regulatory authorities, any private or public utility, any railway company or any adjoining owner relating to the Real Property.
3. Any subsisting reservations, limitations, provisos, conditions or exceptions in any original grants from the Crown of any Real Property or any part thereof or interest therein.
4. The exceptions and reservations set forth in the *Land Titles Act* (Alberta) and reservations or exceptions of mines and minerals.
5. Any rights of expropriation, access, use or any other right conferred or reserved by or in any statute of Canada or Province of Alberta.
6. The provisions of Applicable Law including, without limitation, any bylaws, regulations, ordinances and similar instruments relating to development and zoning provided same are complied with in all material respects.
7. The rights reserved to or vested in any Governmental Authority by statutory provisions including the right to acquire portions of the Real Property for road widening or interchange construction, and the right to complete or remedy improvements, landscaping or deficiencies in any pedestrian walkways or traffic control or monitoring.
8. Undetermined or inchoate liens incidental to construction, renovations or current operations.
9. Any statutory liens, charges, adverse claims, prior claims, security interests, deemed trusts or other encumbrances of any nature whatsoever, claimed or held by His Majesty the King in Right of Canada, His Majesty the King in Right of the Province of Alberta or by any other Governmental Authority under or pursuant to any Applicable Laws.

Specific Permitted Encumbrances

NIL