

COURT FILE NUMBER 2301-15147
COURT COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY
APPLICANT(S) CANADIAN IMPERIAL BANK OF COMMERCE
RESPONDENT(S) 772921 ALBERTA INC., SPRUCE IT
LAND CORP. AND RIDGE MEADOWS
PROPERTIES LTD.

Clerk's Stamp



DOCUMENT **APPROVAL AND VESTING ORDER
(Sale by Receiver)**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

Norton Rose Fulbright Canada LLP
222 Bay Street, Suite 3000
Toronto, Ontario M5K 1E7 CANADA

I hereby certify this to be a true copy of the original.

Evan Cobb
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[Handwritten signature]
for Clerk of the Court

Lawyers for Canadian Imperial Bank of Commerce

DATE ON WHICH ORDER WAS PRONOUNCED: November 17, 2023

LOCATION WHERE ORDER WAS PRONOUNCED: Edmonton

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Justice Burns

UPON THE APPLICATION by Canadian Imperial Bank of Commerce, as agent, for an order approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale (the "**Sale Agreement**") between KSV Restructuring Inc., in its capacity as court-appointed receiver and manager (the "**Receiver**") of the undertakings, properties and assets of 772921 Alberta Inc. (the "**Debtor**") and 7-Eleven Canada, Inc. (the "**Purchaser**") dated November 7, 2023 and appended to the Affidavit of Geoffrey Golding, sworn November 8, 2023, 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 UPON HAVING READ the Receivership Order dated November 17, 2023 (the "**Receivership Order**"), the Sixth Report of the Monitor and Pre-Filing Report of the Proposed Receiver dated November 8, 2023 (the "**Report**"), the Affidavit of Geoffrey Golding, sworn November 8, 2023, the

Affidavit of Katie Parent, sworn November 15, 2023, and the Affidavits of Service; **AND UPON HEARING** the submissions of counsel for the Debtors, the Receiver, the Purchaser, Canadian Imperial Bank of Commerce and Canadian Western Bank 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).
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), the *Personal Property Security Act* (British Columbia) or any other personal property registry system;
 - (c) any liens or claims of lien under the *Builders' Lien Act* (Alberta) or the *Builders' Lien Act* (British Columbia); 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.
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. Without limiting the generality of paragraphs 4 or 5 above:
- (a) the Alberta Registrar of Land Titles ("**Alberta Land Titles Registrar**") for the lands defined below shall and is hereby authorized, requested and directed to forthwith:
- (i) cancel existing Certificates of Title Number 981 361 399 for those lands and premises legally described as:
- PLAN 7911396
BLOCK 1
LOT 3
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 1.06 HECTARES (2.62 ACRES) MORE OR LESS
- (the "**AB Lot 3 Lands**")

- (ii) issue a new Certificate of Title for the AB Lot 3 Lands in the name of the Purchaser (or its nominee), namely, 7-Eleven Canada, Inc.;
 - (iii) transfer to the new Certificates of Title the applicable existing instruments listed in Schedule "D" – Part A, to this Order, and to issue and register against the new Certificate of Title such applicable new caveats, utility rights of ways, easements or other instruments as are listed in Schedule "D" – Part A; and
 - (iv) discharge and expunge the Encumbrances listed in Schedule "C" – Part A 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 AB Lot 3 Lands.
- (b) the Alberta Land Titles Registrar for the lands defined below shall and is hereby authorized, requested and directed to forthwith:
- (i) cancel existing Certificates of Title Number 981 361 399 +1 for those lands and premises legally described as:

PLAN 7911396
BLOCK 1
LOT 4
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 0.502 HECTARES (1.24 ACRES) MORE OR LESS

(the "AB Lot 4 Lands")
 - (i) issue new Certificates of Title for the AB Lot 4 Lands in the name of the Purchaser (or its nominee), namely, 7-Eleven Canada, Inc.;
 - (ii) transfer to the new Certificate of Title the applicable existing instruments listed in Schedule "D" – Part B, to this Order, and to issue and register against the new Certificate of Title such applicable new caveats, utility rights of ways, easements or other instruments as are listed in Schedule "D" – Part B; and
 - (iii) discharge and expunge the Encumbrances listed in Schedule "C" – Part B 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 AB Lot 4 Lands.

- (c) upon presentation for registration in the British Columbia Land Titles Office for the Land Title District of Kamloops of a certified copy of this Order, together with a letter from Cassels Brock & Blackwell LLP, solicitors for the Receiver, authorizing registration of this Order, the British Columbia Registrar of Land Titles is hereby directed to:
- (i) enter the Purchaser (or its nominee) as the owner of the B.C. Property, as defined and identified in Schedule "B" hereto, together with all buildings and other structures, facilities and improvements located thereon and fixtures, systems, interests, licenses, rights, covenants, restrictive covenants, commons, ways, profits, privileges, rights, easements and appurtenances to the said hereditaments belonging, or with the same or any part thereof, held or enjoyed or appurtenant thereto, in fee simple in respect of the B.C. Property, and this Court declares that it has been proved to the satisfaction of the Court on investigation that the title of the Purchaser (or its nominee) in and to the Property is a good, safe holding and marketable title and directs the British Columbia Registrar of Land Titles to register indefeasible title in favour of the Purchaser (or its nominee) as aforesaid; and
 - (ii) having considered the interest of third parties, to discharge, release, delete and expunge from title to the B.C. Property all of the registered Claims as set out in Schedule "C" – Part C hereto, save and except for those Permitted Encumbrances listed in Schedule "D" – Part C.
7. No authorization, approval or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Purchased Assets is required for the due execution, delivery and performance by the Receiver of the Sale Agreement.
8. 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.
9. For the purposes of determining the nature and priority of Claims, the 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.

10. 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 that: (a) 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; and (b) the Receiver (or its legal counsel, as the case may be) is hereby authorized and directed to distribute the following amounts from the net proceeds from the sale of the Purchased Assets without further order of this Court and free and clear of any Claims:
 - (a) first, paying the amounts (if any) owing to the City of Calgary and the City of West Kelowna (collectively, the "**Municipalities**"), on account of municipal property taxes, assessments, penalties and interest and any other charges owing to the Municipalities with respect to the applicable Purchased Assets that: (i) rank in priority to the mortgages and caveats registered by Canadian Imperial Bank of Commerce ("**CIBC**") and Canadian Western Bank ("**CWB**") against the Purchased Assets; and (ii) are the responsibility of the Receiver under the Sale Agreement;
 - (b) second, paying to Canada Revenue Agency, the amount of any Transfer Taxes (as defined in the Sale Agreement), if any, payable by the Receiver under the Sale Agreement;
 - (c) third, paying from the net proceeds from the sale of the following lands, the following amounts:
 - (i) from the sale of AB Lot 3 Lands and AB Lot 4 Lands:
 - (A) a distribution to CWB in such amount so as to fully discharge the obligations owing by the Debtor to CWB as secured by the mortgage and caveat registered by CWB against the AB Lot 3 Lands and AB Lot 4 Lands as instrument numbers 221 026 290 and 221 026 291;
 - (B) a distribution to CIBC of the remaining net proceeds from the sale of the AB Lot 3 Lands and AB Lot 4 Lands, provided that such distribution shall not exceed the amount of the obligations owing by the Debtor to CIBC and secured by the mortgage registered by CIBC against the AB Lot 3 Lands and AB Lot 4 Lands as instrument number 231 275 608;

- (ii) from the sale of the B.C. Property:
 - (A) a distribution to CWB in such amount so as to fully discharge the obligations owing by the Debtor to CWB as secured by the mortgage and assignment of rents registered by CWB against the B.C. Property as registration numbers CA9465179 and CA9465180; and
 - (B) a distribution to CIBC of the remaining net proceeds from the sale of the B.C. Property, provided that such distribution shall not exceed the amount of the obligations owing by the Debtor to CIBC and secured by the mortgage and assignment of rents registered by CIBC against the B.C. Property as registration numbers CB806751 and CB806752.
- 11. Except as expressly provided for in the Sale Agreement or by section 5 of the Alberta *Employment Standards Code*, if and to the extent it applies, 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.
- 12. 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).
- 13. 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.
- 14. Immediately upon closing of the Transaction, holders of Permitted Encumbrances shall have no claim whatsoever against the Receiver.
- 15. 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).

16. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act* (Canada) and section 20(e) of the *Alberta Personal Information Protection Act*, the Receiver is authorized and permitted to disclose and transfer to the Purchaser (or its nominee) all human resources and payroll information in the Debtor's records pertaining to the Debtor's past and current employees. The Purchaser (or its nominee) shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use (of such information) to which the Debtor was entitled.

ASSIGNMENT OF ASSIGNED CONTRACTS

17. Upon delivery by the Receiver to the Debtor and the Purchaser of the Receiver's Closing Certificate, all of the rights and obligations of the Debtor under and to the Assumed Contracts (as defined in the Sale Agreement) shall be assigned, conveyed and transferred to, and assumed by, the Purchaser pursuant to this Order.
18. The assignment of the Assumed Contracts is declared to be valid and binding upon all of the counterparties to the Assumed Contracts notwithstanding any restriction, condition or prohibition contained to the Assumed Contracts relating to the assignment thereof, including any provision requiring the consent of any party to the assignment.
19. The assignment and transfer of the Assumed Contracts shall be subject to the provisions of this Order.
20. No counterparty under any Assumed Contract, nor any other person, upon the assignment and transfer to, and assumption by, the Purchaser of the Assumed Contracts hereunder shall make or pursue any demand, claim, action or suit or exercise any right or remedy under any Assumed Contract against the Purchaser relating to:
- (a) the Debtor having sought or obtained relief under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3, as amended (the "**BIA**");
 - (b) the insolvency of the Debtor; or
 - (c) any failure by the Debtor to perform a non-monetary obligation under the Assumed Contract,

and all such counterparties and persons shall be forever barred and estopped from taking such action. For greater certainty, nothing herein shall limit or exempt the Purchaser in respect of

obligations accruing, arising or continuing after the Closing Date (as defined in the Sale Agreement) under the Assumed Contracts other than in respect of items (a)-(b) above.

EFFECTIVE DATE NOTICE

21. This Order shall become effective upon delivery by KSV Restructuring Inc., in its capacity as court-appointed Monitor in the proceedings under Court File No. 2301-08305 (the “**CCAA Proceedings**”), delivering to the Service List in these proceedings and in the CCAA Proceedings a notice that all conditions precedent set out in Article 7 of the Sale Agreement, other than those set out in Section 7.1(a) and 7.1(b) of the Sale Agreement have been satisfied or waived by the required parties (the “**Monitor’s Notice**”). If the Monitor’s Notice has not been delivered on or before December 31, 2023, this Order will be deemed to be of no further effect.

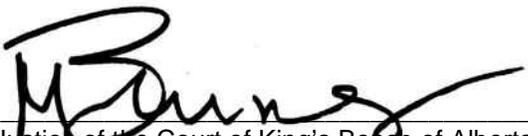
MISCELLANEOUS MATTERS

22. 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 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 and the distributions provided for herein 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.

23. 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.

24. 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.
25. 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: www.ksvadvisory.com/experience/case/wallace-and-carey
- and service on any other person is hereby dispensed with.
26. 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.
27. Notwithstanding that this Order may be digitally signed, the Clerk of the Court is hereby directed to accept this Order for in person same day filing and certification at the Court office located at the Edmonton Law Courts.



Justice of the Court of King's Bench of Alberta

Schedule "A"
Form of Receiver's Certificate

COURT FILE NUMBER

Clerk's Stamp

COURT

COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE

CALGARY

PLAINTIFF

CANADIAN IMPERIAL BANK OF COMMERCE

DEFENDANT
APPLICANT772921 ALBERTA INC.,
KSV RESTRUCTURING INC., in its capacity as
court-appointed receiver and manager of 772921
ALBERTA INC.

DOCUMENT

RECEIVER'S CERTIFICATEADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS
DOCUMENTCassels Brock & Blackwell LLP
Suite 3810, Bankers Hall West
888 3rd Street SW
Calgary, Alberta T2P 5C5Attention: Jeff Oliver / Jane Dietrich
Telephone: 403-351-2920
Email: joliver@cassels.com / jdietrich@cassels.com

File No. 54670-4

RECITALS

- A. Pursuant to an Order of the Honourable Justice Burns of the Court of King's Bench of Alberta, Judicial District of Calgary (the "**Court**") dated November 17, 2023, KSV Restructuring Inc. was appointed as the receiver (the "**Receiver**") of the undertakings, property and assets of 772921 Alberta Inc. (the "**Debtor**").
- B. Pursuant to an Order of the Court dated November 17, 2023, the Court approved the agreement of purchase and sale made as of November 7, 2023 (the "**Sale Agreement**") between the Receiver and 7-Eleven Canada, Inc. (the "**Purchaser**") and provided for the vesting in the Purchaser of the Debtor's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in Article 7 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

C. Unless otherwise indicated herein, 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 Article 7 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser (or its nominee); and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at **[Time]** on **[Date]**.

KSV Restructuring Inc., in its capacity as Receiver of the undertakings, property and assets of 772921 Alberta Inc., and not in its personal capacity.

Per; _____

Name:

Title:

Schedule "B"
Purchased Assets

The lands legally described as:

PLAN 7911396
BLOCK 1
LOT 3
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 1.06 HECTARES (2.62 ACRES) MORE OR LESS

and

PLAN 7911396
BLOCK 1
LOT 4
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 0.502 HECTARES (1.24 ACRES) MORE OR LESS

and

Parcel Identifier: 003-862-682
Legal Description: LOT C DISTRICT LOT 506 OSOYOOS DIVISION YALE DISTRICT PLAN 30698
(the "**B.C. Property**")

**Schedule "C"
Encumbrances**

Schedule "C" – Part A

Encumbrances for lands legally described as:

PLAN 7911396
BLOCK 1
LOT 3
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 1.06 HECTARES (2.62 ACRES) MORE OR LESS

Registration Number	Date	Particulars
221 026 290	08/02/2022	MORTGAGE MORTGAGEE - CANADIAN WESTERN BANK
221 026 291	08/02/2022	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - CANADIAN WESTERN BANK
231 275 608	12/09/2023	MORTGAGE MORTGAGEE - CANADIAN IMPERIAL BANK OF COMMERCE

Schedule "C" – Part B

Encumbrances for lands legally described as:

PLAN 7911396
BLOCK 1
LOT 4
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 0.502 HECTARES (1.24 ACRES) MORE OR LESS

Registration Number	Date	Particulars
221 026 290	08/02/2022	MORTGAGE MORTGAGEE - CANADIAN WESTERN BANK
221 026 291	08/02/2022	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - CANADIAN WESTERN BANK
231 275 608	12/09/2023	MORTGAGE MORTGAGEE - CANADIAN IMPERIAL BANK OF COMMERCE

Schedule "C" – Part C

Encumbrances for lands legal described as:

Parcel Identifier: 003-862-682
Legal Description: LOT C DISTRICT LOT 506 OSOYOOS DIVISION YALE DISTRICT PLAN 30698

Registration Number	Date	Particulars
CA9465179	2021-10-28	MORTGAGE

		CANADIAN WESTERN BANK
CA9465180	2021-10-28	ASSIGNMENT OF RENTS CANADIAN WESTERN BANK
CB806751	2023-08-03	MORTGAGE CANADIAN IMPERIAL BANK OF COMMERCE
CB806752	2023-08-03	ASSIGNMENT OF RENTS CANADIAN IMPERIAL BANK OF COMMERCE

Schedule "D"
Permitted Encumbrances

Schedule "D" – Part A

Permitted encumbrances for lands legally described as:

PLAN 7911396
BLOCK 1
LOT 3
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 1.06 HECTARES (2.62 ACRES) MORE OR LESS

Registration Number	Date	Particulars
761 116 078	20/09/1976	EASEMENT
771 000 659	05/01/1977	EASEMENT
771 147 064	20/10/1977	ZONING REGULATIONS
791 207 758	10/12/1979	UTILITY RIGHT OF WAY
791 207 759	10/12/1979	RESTRICTIVE COVENANT
821 061 067	07/04/1982	EASEMENT

Schedule "D" – Part B

Permitted encumbrances for lands legally described as:

PLAN 7911396
BLOCK 1
LOT 4
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 0.502 HECTARES (1.24 ACRES) MORE OR LESS

Registration Number	Date	Particulars
761 116 078	20/09/1976	EASEMENT
771 000 659	05/01/1977	EASEMENT
771 147 064	20/10/1977	ZONING REGULATIONS
821 061 067	07/04/1982	EASEMENT

Schedule "D" – Part C

Permitted encumbrances for lands legal described as:

Parcel Identifier: 003-862-682
Legal Description: LOT C DISTRICT LOT 506 OSOYOOS DIVISION YALE DISTRICT PLAN 30698

Registration Number	Date	Particulars
CA5940341	2017-04-20	STATUTORY RIGHT OF WAY BRITISH COLUMBIA HYDRO AND POWER AUTHORITY
CA5940342	2017-04-20	STATUTORY RIGHT OF WAY TELUS COMMUNICATIONS INC. INCORPORATION NO. BC1101218