



No. S209201
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, c. C-36, AS AMENDED

AND

IN THE MATTER OF MOUNTAIN EQUIPMENT CO-OPERATIVE AND 1314625 ONTARIO
LIMITED

PETITIONERS

ORDER MADE AFTER APPLICATION

(Sale Approval and Vesting Order)

ON THE BEFORE THE HONOURABLE MADAM 02/Oct/2020
JUSTICE FITZPATRICK

APPLICATION OF the petitioners, Mountain Equipment Co-operative and 1314625 Ontario Limited (together, the "**Petitioners**") coming on for hearing by MS Teams videoconference at Vancouver, British Columbia on September 28-30 and October 1, 2020, AND ON HEARING Howard A. Gorman, Q.C. and Scott M. Boucher, counsel for the Petitioners, and those other counsel listed in **Schedule "A"** attached hereto; AND UPON READING the material filed, including the First Affidavit of Philippe Arrata made 13/Sep/2020 (the "**First Arrata Affidavit**"), the Confidential Second Affidavit of Philippe Arrata made 13/Sep/2020, the First Affidavit of Robert Wallis made 22/Sep/2020, and the First Report of the Monitor dated 24/Sep/2020; AND PURSUANT TO the *Companies' Creditors Arrangement Act*, R.S.C. 1985 c. C-36 as amended (the "**CCAA**"), the *British Columbia Supreme Court Civil Rules* and the inherent jurisdiction of this Honourable Court;

THIS COURT ORDERS AND DECLARES THAT:

1. The time for service of the Notice of Application and supporting materials is hereby abridged such that the Notice of Application is properly returnable today and hereby dispenses with further service thereof.
2. Any capitalized term used and not defined herein shall have the meaning ascribed to it in the Asset Purchase Agreement dated September 11, 2020 (the "**Sale Agreement**") between the Petitioners, as vendor, and 1264686 B.C. Ltd. (the "**Original Purchaser**"), as purchaser, a copy of which is attached to the First Arrata Affidavit as Schedule "P".

3. The sale transaction (the "**Transaction**") contemplated by the Sale Agreement is commercially reasonable and is hereby approved, with such minor amendments as the Petitioners may deem necessary with the consent of the Purchasers (as defined below) and the Monitor. The execution of the Sale Agreement by the Petitioners is hereby authorized, ratified and approved, the Petitioners are authorized to take such additional steps as may be necessary or desirable to complete the Sale Agreement and execute such additional documents as may be necessary or desirable for the completion of the Transaction, and for the conveyance of the Purchased Assets (as set out and described in the Sale Agreement) to the Original Purchaser's permitted assignees under the Sale Agreement, as follows:

- (a) the Purchased Operating Assets to 1266524 B.C. Ltd., and
- (b) the Purchased Real Property Assets as more particularly described in **Schedule "B"** attached hereto in the following entities (collectively referred to as the "**Real Property Purchasers**"):
 - (i) the property municipally known as 13340 76 Avenue, Surrey, BC (PID: 005-054-745) (the "**Surrey Property**") to MEC GP Ltd.;
 - (ii) the property municipally known as 212 Brooksbank Avenue, North Vancouver, BC (PID: 011-388-391) (the "**Vancouver Property**") to MEC GP Ltd.;
 - (iii) the property municipally known as 830 10 Avenue SW, Calgary, AB (Title Number 991 373 010) (the "**Calgary Property**") to MEC GP Ltd.;
 - (iv) the property municipally known as 303 Portage Avenue, Winnipeg, Manitoba (Title Number 2917179/1) (the "**Winnipeg Property**") to MEC GP Ltd.;
 - (v) the properties municipally known as: (i) 1428 Leighland Road, Burlington (PIN 07081-0253(LT)); (ii) 1430 Leighland Road, Burlington (PIN 07081-0254(LT)); and (iii) 1030 Brant Street, Burlington (PIN 07081-0411(LT)) (collectively, the "**Burlington Property**") to MEC GP Ltd., for and on behalf of MEC Burlington Limited Partnership;
 - (vi) the properties municipally known as: (i) 366 Richmond Road, Ottawa (PIN 04017-0142(LT)); (ii) 374 Richmond Road, Ottawa (PIN 04017-0143 (LT)); (iii) 378 Richmond Road, Ottawa (PIN 04017-0201(LT)); and (iv) 375 Danforth Avenue, Ottawa (PIN 04017-0145(LT)) (collectively, the "**Ottawa Property**") to MEC GP Ltd., for and on behalf of MEC Ottawa Limited Partnership;
 - (vii) the property municipally known as 784 Sheppard Avenue East, North York, Ontario (PIN 10059-0267(LT)) (the "**North York Property**") to MEC GP Ltd., for and on behalf of MEC North York Limited Partnership

(the Real Property Purchasers and 1266524 B.C. Ltd. are referred to collectively herein as the "**Purchasers**", and the Purchased Operating Assets and the

Purchased Real Property Assets are referred to together herein as the "**Purchased Assets**").

4. The Monitor shall be authorized to take such additional steps in furtherance of its responsibilities under the Sale Agreement and this Order and shall not incur any liability in taking such steps.
5. Upon (a) the payment in full to Royal Bank of Canada, as agent for the Lenders (the "**Lender Agent**") under the RBC Credit Agreement and DIP Restructuring Support Agreement (the "**Lenders**"), of an amount equal to the amount of the Petitioners' obligations owing to the Lenders under the RBC Credit Agreement and DIP Restructuring Support Agreement, which amount shall be confirmed by the Lender Agent in writing, or the express agreement of the Lender Agent in its sole discretion that the Closing may proceed, and (b) receipt by the Monitor of confirmation from both the Purchasers and the Petitioners that all conditions precedent to the completion of the Sale Agreement have been satisfied or waived, the Monitor is hereby authorized and directed to execute and file in these proceedings a certificate in substantially in the form attached hereto as **Schedule "C"** (the "**Monitor's Certificate**"), and deliver a copy of the Monitor's Certificate to the Purchasers and the Petitioners.
6. Upon the filing with this Court of the Monitor's Certificate as provided for at paragraph 5 hereof, all of the Petitioners' right, title and interest in and to: (i) the Purchased Operating Assets shall vest absolutely in 1266524 B.C. Ltd.; and (ii) the Purchased Real Property Assets shall vest absolutely in the Real Property Purchasers in accordance with paragraph 3(b) in fee simple; in each case, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered, published or filed, and whether secured, unsecured or otherwise (collectively, the "**Claims**"); including, without limiting the generality of the foregoing:
 - (a) any encumbrances or charges created by Order of this Court in these CCAA proceedings;
 - (b) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* of British Columbia or any other personal property registry system of another province, including, without limitation, security evidenced by registration, publication or filing pursuant to the *Civil Code of Québec* in immovable property;
 - (c) all charges, security interests or claims evidenced by registrations pursuant to the land registry offices in B.C., Alberta, Manitoba and Ontario, or any other real property registry system of another province;

- (d) all claims in respect of, or relating to, any taxes owing by the Petitioners as at the Closing Date (as defined in the Sale Agreement); and
- (e) those Claims listed in **Schedule "D"** (personal property) and **Schedule "E"** (real property) attached hereto

(all of which are collectively referred to as the "**Encumbrances**", which term shall not include the Permitted Encumbrances, easements and restrictive covenants listed in **Schedule "F"** (personal property) and **Schedule "G"** (real property) attached hereto, and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

7. Upon presentation of the required form with a true copy of this Order and the Monitor's Certificate:

- (a) the Registrar of the Register of Personal and Movable Real Rights for the Province of Québec is hereby directed, to strike those registered Encumbrances listed in **Schedule "D"** (personal property) attached hereto, except for those listed in **Schedule "F"** (personal property) attached hereto, in each case under the heading "Quebec", in connection with the Purchased Assets in order to allow the transfer to the Purchasers of the Purchased Assets free and clear of such registered Encumbrances;
- (b) the Registrar of the Alberta Personal Property Registry 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 in the estate or interest of the Petitioners in any of the Purchased Assets, including, without limitation, those registered Encumbrances listed in **Schedule "D"** (personal property) attached hereto, except for those listed in **Schedule "F"** (personal property) attached hereto, in each case under the heading "Alberta"; and
- (c) the Registrar of the British Columbia Personal Property Registry shall and is hereby directed to forthwith cancel and discharge any registrations at the British Columbia Personal Property Registry (whether made before or after the date of this Order) claiming security interests in the estate or interest of the Petitioners in any of the Purchased Assets, including, without limitation, those registered Encumbrances listed in **Schedule "D"** (personal property) attached hereto, except for those listed in **Schedule "F"** (personal property) attached hereto, in each case under the heading "British Columbia".

8. Upon presentation for registration of a certified copy of this Order, together with a certified copy of the Monitor's Certificate and a letter from Norton Rose Fulbright Canada

LLP, counsel for the Petitioners, authorizing registration of this Order in the following land registry offices:

- (a) in the Land Title Office for the Land Title District of New Westminster, the BC Registrar of Land Titles is hereby directed to enter MEC GP Ltd. as the owner of the Surrey Property and the Vancouver Property, in each case 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 Surrey Property and the Vancouver Property, respectively, and this Court declares that it has been proved to the satisfaction of the Court on investigation that the title of MEC GP Ltd. in and to the Surrey Property and the Vancouver Property, respectively, is a good, safe holding and marketable title and directs the BC Registrar to register indefeasible title in favour of MEC GP Ltd. in and to the Surrey Property and the Vancouver Property, respectively, as aforesaid and, having considered the interests of third parties, to discharge, release, delete and expunge from title to the Surrey Property and the Vancouver Property all Encumbrances, including, without limitation, those registered Encumbrances listed in **Schedule "E"** (real property) attached hereto (the Court having been satisfied on investigation that the Petitioners have given due notice of the within Application to the registrants of such Encumbrances), except for those Permitted Encumbrances listed in **Schedule "G"** (real property) attached hereto, in each case under the heading "British Columbia".
- (b) in the Land Registry Office for the Land Titles Divisions of: (i) Ottawa-Carleton #4; (ii) Halton County #20; and (iii) Metropolitan Toronto # 80 (66 & 64), as applicable, of an Application for Vesting Order in the form prescribed by the *Land Titles Act* (Ontario), the Land Registrar is hereby directed to enter: (i) MEC GP Ltd., for and on behalf of MEC Ottawa Limited Partnership as the owner of the Ottawa Property; (ii) MEC GP Ltd., for and on behalf of MEC Burlington Limited Partnership as the owner of the Burlington Property; and (iii) MEC GP Ltd., for and on behalf of MEC North York Limited Partnership as the owner of the North York Property, in fee simple, and is hereby directed to delete and expunge from title to the Ottawa Property, the Burlington Property and the North York Property, respectively, all of the Encumbrances listed in **Schedule "E"** (real property) attached hereto, except for those Permitted Encumbrances listed in **Schedule "G"** (real property) attached hereto, in each case under the heading "Ontario";
- (c) with the Registrar of Land Titles ("**Land Titles Registrar**") for the lands defined below, the Land Titles Registrar shall and is hereby authorized, requested and directed to forthwith:
 - (i) cancel existing Certificate of Title No. 991 373 010 for the Calgary Property municipally described as 830 10 Ave SW, Calgary, AB T2R 0A9, Canada;

- (ii) issue a new Certificate of Title for the Calgary Property in the name of the MEC GP Ltd. (the "**New Certificate of Title**");
 - (iii) transfer to the New Certificate of Title the existing instruments listed in **Schedule "G"** (real property) attached hereto under the heading "Alberta"; and
 - (iv) discharge and expunge all of the Encumbrances listed in **Schedule "E"** (real property) attached hereto under the heading "Alberta" and discharge and expunge any Claims including Encumbrances which may be registered after the date of the Sale Agreement against the existing Certificate of Title to the Lands;
- (d) with the District Registrar of the Winnipeg Land Titles Office in the Province of Manitoba (the "**Winnipeg Registrar**"), the Winnipeg Registrar is hereby authorized, requested and directed to immediately cancel the existing Certificate of Title for the Winnipeg Property now standing in the name of MEC, and to immediately thereafter issue a new Certificate of Title in respect of the Winnipeg Property in the name of MEC GP Ltd., free and clear from any and all Claims and the Encumbrances listed in **Schedule "E"** attached hereto, except for those Permitted Encumbrances identified in **Schedule "G"** attached hereto, in each case under the heading "Manitoba".
9. For the purposes of determining the nature and priority of the Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and from after the delivery of the Monitor's Certificate, all Claims shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the closing date of the Transaction, as if the Purchased Assets had not been sold and remained in the possession or control of the entity having had possession or control immediately prior to the closing date of the Transaction; provided that, for certainty, only upon the release of all or any portion of the Escrow Amount to the Petitioners under the terms of the Escrow Agreement shall any portion of the Escrow Amount constitute net proceeds for the purposes of this paragraph, and only that portion of the Escrow Amount that is so released shall form a part of the net proceeds.
10. On or after the Closing Date, each of the Petitioners shall be permitted to execute and file articles of amendment or such other documents or instruments as may be required to change its corporate and business names in accordance with the Sale Agreement, and such articles, documents or other instruments shall be deemed to have been duly authorized, valid and effective and shall be accepted by the applicable Governmental Authority without the requirement (if any) of obtaining director, member or shareholder approval pursuant to any federal or provincial legislation.

11. Pursuant to Section 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act* or Section 18(10)(o) of the *Personal Information Protection Act* of British Columbia, or any other personal privacy legislation of another province where applicable to the Petitioners, the Petitioners are hereby authorized and permitted to disclose and transfer to 1266524 B.C. Ltd. all human resources and payroll information in the Petitioners' records pertaining to the Petitioners' past and current employees. 1266524 B.C. Ltd. shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Petitioners.
12. Subject to the terms of the Sale Agreement, vacant possession of the Purchased Assets, including the Purchased Real Property Assets, shall be delivered by the Petitioners to the Purchasers at the Closing Time (as defined in the Sale Agreement), subject to the Permitted Encumbrances as set out in the Sale Agreement and listed on **Schedules "F"** (personal property) and **"G"** (real property) hereto.
13. Notwithstanding:
 - (a) these CCAA proceedings;
 - (b) any applications for a bankruptcy order in respect of either or both of the Petitioners now or hereafter made pursuant to the *Bankruptcy and Insolvency Act* and any bankruptcy order issued pursuant to any such applications; and
 - (c) any assignment in bankruptcy made by or in respect of either or both of the Petitioners,

the vesting of the Purchased Assets in the Purchasers pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Petitioners and shall not be void or voidable by creditors of the Petitioners, nor shall it constitute or be deemed to be a transfer at undervalue, fraudulent preference, assignment, fraudulent conveyance or other reviewable transaction under the *Bankruptcy and Insolvency Act* 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.

14. Nothing in this Order shall amend or vary, or be deemed to amend or vary, the terms of any Real Property Leases; and none of the Real Property Leases shall be transferred, conveyed, assumed, assigned or vested in the Purchaser by operation of this Order.
15. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body, wherever located, including, without limitation, the applicable land registry offices in B.C., Alberta, Manitoba and Ontario, the Registrar of the Register of Personal and Movable Real Rights for the Province of Québec, and the Registrar of the Alberta Personal Property Registry, to give effect to this Order and to assist the Petitioners, the Monitor, and the Purchasers, and their respective 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 Petitioners, the Purchasers, or the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Petitioners, the Purchasers, and the Monitor and their respective agents in carrying out the terms of this Order.

16. The Petitioners, the Monitor, and the Purchasers, or any other party, each have liberty to apply for such further and other directions or relief as may be necessary or desirable to give effect to this Order.
17. Endorsement of this Order by counsel appearing on this application, other than counsel for the Petitioners, is hereby dispensed with.

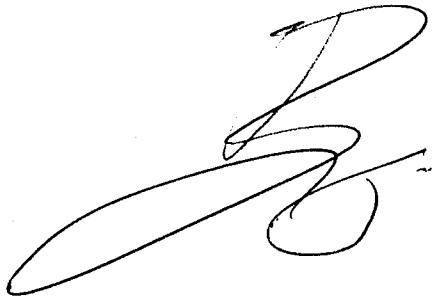
THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:



Signature of

☐ party ☒ lawyer for the Petitioners

Scott Boucher



By the Court.



Registrar



SCHEDULE "A" – List of Counsel

COUNSEL	NAME OF PARTY(IES) REPRESENTED
John Sandrelli Valerie Cross	Royal Bank of Canada as administrative agent and collateral agent under the Updated Credit Agreement
H. Lance Williams Jared Enns	The Monitor, Alvarez & Marsal Canada Inc.
Dylan Chochla Kibben Jackson	Kingswood Capital Management LP and 1264686 B.C. Ltd.
Philip Cho Chris Ramsay Katie Mak Nick Carlson	Plateau Village Properties Inc.
Colin Gusikoski Peter Reardon	Kevin Harding, as spokesperson for a steering committee of certain MEC members
Ken McEwan, Q.C. Crawford Smith Ryann Atkins	Midtown Plaza Inc.
Linda Galessiere	RioCan Real Estate Investment Trust
Bradley Wiffen	Crestpoint Real Estate Investments Ltd.
Francois Viau	Les Galeries de la Capitale Holdings Inc. and Oxford Properties Group
Elliot Bridgewater	BC Co-op Association and Co-operatives and Mutuals Canada
Kirryn Hashmi	First Capital Holdings (ALB) Corporation and First Capital Holdings (Ontario) Corporation

COUNSEL	NAME OF PARTY(IES) REPRESENTED
Heather Meredith	Concert Properties Ltd.

SCHEDULE "B" - DESCRIPTION OF REAL PROPERTY

BRITISH COLUMBIA

13340 76 Avenue, Surrey, BC

PID: 005-054-745

Lot 67 Except: Part Subdivided By Plan 53690, Section 20 Township 2 New Westminster
District Plan 52612

212 Brooksbank Avenue, North Vancouver, BC

PID: 011-388-391

Lot A (Explanatory Plan 11193) Block 31 District Lot 272 Plan 4692

ALBERTA

830 10 Avenue SW, Calgary, AB

Title Number 991 373 010

Plan 1423LK, Block 31, Containing 0.700 Hectares (1.73 Acres) More Or Less Excepting
Thereout:

Plan	Number	Hectares	(Acres)	More Or Less
Road	9610692	0.028	0.07	

Excepting Thereout All Mines And Minerals.

MANITOBA

303 Portage Avenue, Winnipeg, Manitoba

Title Number 2917179/1

LOTS 319 AND 320 BLOCK 3 PLAN 129 WLTO (W DIV)

IN RL 1 PARISH OF ST. JOHN.

ONTARIO

1030 Brant Street, Burlington

PIN 07081-0411(LT)

Part Lot 15, RCP Plan 99, Part 2, Plan 20R6976, Parts 2 - 6, Plan 20R6744 and as in 656180, save and except Part 17, Plan PE118, Part 1, Plan 20R9817 and Part 1, Plan 20R17605; Burlington, Subject to The rights of owners of adjoining parcels, if any, under 381621

1428 Leighland Road, Burlington

PIN 07081-0253(LT)

Part Lot 15, RCP Plan 99 as in 655061; Burlington

1430 Leighland Road, Burlington

PIN 07081-0254(LT)

Part Lot 15, RCP Plan 99 as in 190615; Burlington

366 Richmond Road, Ottawa

PIN 04017-0142(LT)

Part Lots 5 & 6, Plan 204 , south side of Richmond Road as in CR359870 ; Lots 5 & 6, Plan 204, north side of Danforth Avenue ; Ottawa/Nepean

375 Danforth Avenue, Ottawa

PIN 04017-0145(LT)

Part Lot 8, Plan 204, north side of Danforth Avenue as in CR559106; Subject to an easement over Part 15 on Plan 4R27018 in favour of Part of Lot 8 on Plan 204, south side of Richmond Road being Part 7 on Plan 4R27018 as in OC1475005; City of Ottawa

378 Richmond Road, Ottawa

PIN 04017-0201(LT)

Part of Lot 8 on Plan 204, south side of Richmond Road and Part of Lot 8 on Plan 204, north side of Danforth Avenue being Parts 4 to 6 and 8 to 13 on Plan 4R27018; Subject to an easement in gross over Part 4 on Plan 4R27018 as in OC1381026; Subject to an easement over Part 6 on Plan 4R27018 in favour of Part of Lot 8 on Plan 204, south side of Richmond Road being Part 7 on Plan 4R27018 as in OC1475004; Subject to an easement over Parts 10 and 11 on Plan 4R27018 in favour of Part of Lot 8 on Plan 204, south side of Richmond Road being Part 7 on Plan 4R27018 as in OC1475005; Subject to an easement over Parts 9, 10 and 13 on Plan 4R27018 in favour of Part of Lot 8 on Plan 204, south side of Richmond Road being Part 7 on Plan 4R27018 as in OC1475006; City of Ottawa

784 Sheppard Avenue East, North York, Ontario

PIN 10059-0267(LT)

Part Lot 16, Concession 2 EYS, designated as Parts 1, 4, 5, 6, 9, 10, 11, 12, 13 & 14, Plan 66R27498; Together with an easement over Part Lot 16, Concession 2 EYS, designated as Part 3, Plan 66R27498 as in AT3895818; Together with an easement over Part Lot 16, Concession 2

EYS, designated as Part 7, Plan 66R27498 as in AT3895818; Together with an easement over Part Lot 16, Concession 2 EYS, designated as Part 8, Plan 66R27498 as in AT3895818; Subject to and easement over Part 4, Plan 66R27498 in favour of Part Lot 16, Concession 2, EYS, designated as Parts 2, 3, 7 and 8, Plan 66R27498 as in AT3895818; Subject to and easement over Part 5, Plan 66R27498 in favour of Part Lot 16, Concession 2, EYS, designated as Parts 2, 3, 7 and 8, Plan 66R27498 as in AT3895818; Subject to and easement over Part 6, Plan 66R27498 in favour of Part Lot 16, Concession 2, EYS, designated as Parts 2, 3, 7 and 8, Plan 66R27498 as in AT3895818; Subject to and easement over Part 9, Plan 66R27498 in favour of Part Lot 16, Concession 2, EYS, designated as Parts 2, 3, 7 and 8, Plan 66R27498 as in AT3895818; Subject to and easement over Part 10, Plan 66R27498 in favour of Part Lot 16, Concession 2, EYS, designated as Parts 2, 3, 7 and 8, Plan 66R27498 as in AT3895818; Subject to and easement over Part 11, Plan 66R27498 in favour of Part Lot 16, Concession 2, EYS, designated as Parts 2, 3, 7 and 8, Plan 66R27498 as in AT3895818; Subject to and easement over Part 12, Plan 66R27498 in favour of Part Lot 16, Concession 2, EYS, designated as Parts 2, 3, 7 and 8, Plan 66R27498 as in AT3895818; Subject to and easement over Part 13, Plan 66R27498 in favour of Part Lot 16, Concession 2, EYS, designated as Parts 2, 3, 7 and 8, Plan 66R27498 as in AT3895818; Subject to and easement over Part 14, Plan 66R27498 in favour of Part Lot 16, Concession 2, EYS, designated as Parts 2, 3, 7 and 8, Plan 66R27498 as in AT3895818; Subject to an easement in gross over Parts 1, 5, 10, 12, 13 & 14, Plan 66R27498 as described in AT4283935; Subject to an easement in gross over Parts 4, 5, 6, 9, 11, 12 & 13 Plan 66R27498 as in AT4337864; City of Toronto.

Property Owned by 1314625 Ontario Limited

374 Richmond Road, Ottawa

PIN 04017-0143 (LT)

Lot 7, Plan 204, south side of Richmond Road except NP44114; Lot 7, Plan 204, north side of Danforth Avenue; Ottawa/Nepean; Subject to an easement in gross over Part 1 on Plan 4R26209 as in OC1381028

SCHEDULE "C" –MONITOR'S CERTIFICATE

No. S209201
Vancouver Registry

In the Supreme Court of British Columbia

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,

R.S.C. 1985, c. C-36, AS AMENDED

AND

IN THE MATTER OF MOUNTAIN EQUIPMENT CO-OPERATIVE AND 1314625 ONTARIO
LIMITED

Petitioners

MONITOR'S CERTIFICATE

1. Pursuant to an Order of the Honourable Madam Justice Fitzpatrick of the British Columbia Supreme Court (the "**Court**") dated September 14, 2020, Alvarez & Marsal Canada Inc. was appointed as the monitor (the "**Monitor**") of the Petitioners.
2. Pursuant to an Order of the Court dated October 2, 2020 (the "**Vesting Order**"), the Court ordered that all of the right, title and interest of the Petitioners in and to the Purchased Operating Assets and Purchased Real Property Assets shall vest in 1266524 B.C. Ltd. and the Real Property Purchasers, respectively, effective upon (a) payment to the Lender Agent of an amount equal to the Petitioners' obligations under the RBC Credit Agreement and DIP Support Agreement or the express agreement by the Lender Agent that the Closing may proceed; and (b) the delivery by the Monitor of this certificate to the Purchasers confirming that the transactions contemplated by the Sale Agreement have been implemented.
3. Unless otherwise defined herein, capitalized terms shall have the meanings ascribed thereto in the Vesting Order, or where not so defined, in the Sale Agreement.

THE MONITOR HEREBY CERTIFIES as follows:

1. The Petitioners and the Original Purchaser have each delivered written notice to the Monitor that all applicable conditions under the Sale Agreement have been satisfied and/or waived, as applicable;
2. **[The Lender Agent has received payment in full of an amount equal to the amount of the Petitioners' obligations owing to the Lenders under the RBC Credit Agreement and DIP Restructuring Support Agreement],/[the Lender Agent has expressly agreed in its sole discretion that the Closing may proceed]**
3. The Monitor has received the Escrow Amount; and
4. The transactions contemplated by the Sale Agreement have been implemented;

Dated at the City of Vancouver, in the Province of British Columbia, this ▼ day of ▼, 2020.

Alvarez & Marsal Canada Inc., in its capacity
as Court-appointed Monitor of the Petitioners
and not in its personal capacity.

Per: _____

Name:

Title:

SCHEDULE "D" - CLAIMS TO BE VESTED OF PERSONAL PROPERTY

1. **Mountain Equipment Co-operative**

(a) **British Columbia**

(i) *Personal Property Security Act (British Columbia)*

	Registration No. / Control No.	Current Debtor	Current Secured Party	Current General Collateral Description and Other Particulars
1.	175058K / D4686730 Amended: 177631K / D4690163	MOUNTAIN EQUIPMENT CO-OPERATIVE 1314625 ONTARIO LIMITED	ROYAL BANK OF CANADA, AS AGENT	Expiry Date: JULY 31, 2022 ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.

(i) *Bank Act (Canada)*

	No.	Registration Name	Bank	Expiry Date
1.	01327945	MOUNTAIN EQUIPMENT CO-OPERATIVE	0003 ROYAL BANK OF CANADA	DECEMBER 31, 2025
2.	01327946	MOUNTAIN EQUIPMENT CO-OPERATIVE	0010 CANADIAN IMPERIAL BANK OF COMMERCE	DECEMBER 31, 2025
3.	01327947	MOUNTAIN EQUIPMENT CO-OPERATIVE	0004 THE TORONTO-DOMINION BANK	DECEMBER 31, 2025

(ii) *Litigation*

	Court File No.	Case Opened Date	Plaintiff / Appellant	Defendant / Respondent	Case Type	Additional Information
1.	VLC-S-S-186294	JUNE 1, 2018	SOO, BRANDON	DOE, JOHN MOUNTAIN EQUIPMENT CO-OP SELLE ITALIA SELLE ROYAL S.P.A. SELLE ROYAL USA, INC	SUPREME CIVIL (GENERAL)	Court Location: VANCOUVER LAW COURTS Initiating Document: NOTICE OF CIVIL CLAIM FILED 01JUN2018 Last Document: RESPONSE TO CIVIL CLAIM FILED 07MAY2019

	Court File No.	Case Opened Date	Plaintiff / Appellant	Defendant / Respondent	Case Type	Additional Information
2.	VLC-S-S-110606	JANUARY 31, 2011	LYON, BARBARA	130 WEST BROADWAY INVESTMENTS INC. MOUNTAIN EQUIPMENT CO-OPERATIVE	SUPREME CIVIL (GENERAL)	Court Location: VANCOUVER LAW COURTS Initiating Document: NOTICE OF CIVIL CLAIM FILED 31JAN2011 Last Document: CONSENT ORDER FILED 04MAR2014
3.	VIC-S-S-201286	MARCH 23, 2020	CHILTON, SARAH	MOUNTAIN EQUIPMENT CO-OPERATIVE	SUPREME CIVIL (GENERAL)	Court Location: VICTORIA LAW COURTS Initiating Document: NOTICE OF CIVIL CLAIM FILED 23MAR2020 Last Document: RESPONSE TO CIVIL CLAIM FILED 14APR2020

(b) **Alberta**

(i) *Personal Property Security Act (Alberta)*

	Registration No.	Current Debtor	Current Secured Party	Current General Collateral Description and other Particulars
1.	17073129667 Amended: 17080116491	MOUNTAIN EQUIPMENT CO-OPERATIVE	ROYAL BANK OF CANADA, AS AGENT	Expiry Date: JULY 31, 2022 ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.
2.	17073129676 Amended: 17080116556	MOUNTAIN EQUIPMENT CO-OPERATIVE	ROYAL BANK OF CANADA, AS AGENT	Expiry Date: NONE

(a) **Manitoba**

(i) *Personal Property Security Act (Manitoba)*

	Registration No.	Current Debtor	Current Secured Party	Current General Collateral Description and other Particulars
1.	202012181800	MOUNTAIN EQUIPMENT CO-OPERATIVE	ROYAL BANK OF CANADA, AS AGENT	<p>Expiry Date: JANUARY 30, 2025</p> <p>WITH RESPECT TO THE PROPERTY CIVICALLY KNOWN AS 303 PORTAGE AVENUE, WINNIPEG, MANITOBA, AND LEGALLY DESCRIBED AS:</p> <p>LOTS 319 AND 320 BLOCK 3 PLAN 129 WLTO (W DIV) IN RL 1 PARISH OF ST JOHN</p> <p>(THE "PROPERTY")</p> <p>THE BUSINESS DEBTOR HEREBY ASSIGNS, TRANSFERS AND SETS OVER TO THE SECURED PARTY, AS AGENT FOR AND ON BEHALF OF THE LENDERS, AND CREATES A SECURITY INTEREST IN (AS CONTINUING COLLATERAL AND ADDITIONAL SECURITY FOR THE OBLIGATIONS) ALL OF THE ASSIGNOR'S RESPECTIVE RIGHT, TITLE, BENEFIT AND INTEREST IN AND TO:</p> <p>(A) THE LEASES AND ALL BENEFITS, POWERS AND ADVANTAGES OF THE BUSINESS DEBTOR TO BE DERIVED THEREFROM AND ALL COVENANTS, OBLIGATIONS, UNDERTAKINGS AND AGREEMENTS OF TENANTS THEREUNDER; AND</p> <p>(B) THE RENTS, WITH FULL POWER AND AUTHORITY TO DEMAND, COLLECT, SUE FOR, RECOVER, RECEIVE AND GIVE RECEIPTS FOR THE RENTS, AND TO ENFORCE PAYMENT OF THE RENTS IN THE NAME OF THE BUSINESS DEBTOR.</p> <p>UNLESS OTHERWISE DEFINED HEREIN, ALL CAPITALIZED TERMS AND EXPRESSIONS USED HEREIN SHALL HAVE THE SAME MEANING AS SET OUT IN THE GENERAL ASSIGNMENT OF LEASES AND RENTS MADE BETWEEN THE SECURED PARTY AND THE BUSINESS DEBTOR DATED JULY 29, 2020.</p>
2.	201713932804	MOUNTAIN EQUIPMENT CO-OPERATIVE	ROYAL BANK OF CANADA, AS AGENT	<p>Expiry Date: AUGUST 1, 2022</p> <p>*THE SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.</p>

(i) *Litigation*

	Court File No.	Plaintiff / Appellant	Defendant / Respondent	Additional Information
1.	CI11-01-73074	MULLIGAN, RUSSELL	MOUNTAIN EQUIPMENT CO-OPERATIVE THE CITY OF WINNIPEG	COURT LOCATION: WINNIPEG QB STATEMENT OF CLAIM REGISTERED JULY 11, 2011 STATEMENT OF DEFENCE REGISTERED DECEMBER 1, 2011 NOTICE OF DISCONTINUANCE OF ST/CL, AGST BOTH DEFS REGISTERED FEBRUARY 26, 2015

(b) *Ontario*

(i) *Personal Property Security Act (Ontario)*

	File No. / Registration No.	Current Debtor	Current Secured Party	Current Collateral Classification	Current General Collateral Description and other Particulars
1.	730382877 / 20170731 1539 1862 1162 Amended: 730382877 / 20170801 1201 1862 1238	MOUNTAIN EQUIPMENT CO-OPERATIVE 1314625 ONTARIO LIMITED	ROYAL BANK OF CANADA, AS AGENT	INVENTORY, EQUIPMENT, ACCOUNTS AND OTHER, WITH MOTOR VEHICLE INCLUDED	Expiry Date: JULY 31, 2022

(i) *Litigation*

	Jurisdiction / Court File No.	Case Opened Date	Case Status	Plaintiff / Appellant	Defendant / Respondent	Amount	Last Event / Result / Information
1.	TORONTO / CV20006355540000	February 3, 2020	N/A	LASH, GEORGETTE	MOUNTAIN EQUIPMENT COOP ELM LANDSCAPING LTD.	\$200,000.00	N/A

	Jurisdiction / Court File No.	Case Opened Date	Case Status	Plaintiff / Appellant	Defendant / Respondent	Amount	Last Event / Result / Information
2.	CV-19-00080697- 0000	July 4, 2019	N/A	CORISTINE, SARAH CORISTINE- SEARS, TRISTAN JUSTIN JAXON, BY HIS LITIGATION GUARDIAN, SARAH CORISTINE JESSICA CORISTINE- SEARS, VIVIAN VICTORIA BY HER LITIGATION GUARDIAN SARAH CORISTINE CORISTINE ANDERSON, KAITLYN EMILY, BY HER LITIGATION GUARDIAN SARAH CORISTINE	MOUNTAIN EQUIPMENT CO- OPERATIVE CHILLAX HAMMOCKS GREAT CIRCLE WORKS INC. (ZIPFY INC.) LA SIESTA INC. COSTCO WHOLESALE CANADA LTD. COSTCO NEPEAN LOOKOUT HOME HARDWARE BUILDING CENTRE JASON SEARS LAWRENCE SEARS HEATHER SEARS JENNIFER SEARS ABC COMPANY DEF COMPANY	\$2,3000,00 0	N/A
3.	Court File No. 83- 19	January 11, 2019	N/A	CRAWFORD, FRANCES JOAN	MOUNTAIN EQUIPMENT CO- OPERATIVE 9310924 CANADA INC.	\$350,000	N/A
4.	HRT0 2019-36477- 1	April 1, 2019	N/A	PANKHURST, MELODY	MOUNTAIN EQUIPMENT CO- OPERATIVE	\$10,000- \$25,000 (estimate)	N/A

(b) **Quebec**

(i) **Register of Personal and Movable Real Rights (Hypothecs And Hypothecary Rights)**

	Debtor(s)	Secured Party(ies)	Registration Number / Nature	Date / Expiry Date	Collateral Description	Comments
1.	MOUNTAIN EQUIPMENT CO-OPERATIVE COOPÉRATIVE MOUNTAIN EQUIPMENT	ROYAL BANK OF CANADA	17-0817207-0001 / CONV. HYP. WITHOUT DELIVERY	AUG. 3, 2017 / AUG. 3, 2027	THE UNIVERSALITY OF ALL MOVABLE PROPERTY.	AMOUNT: \$200,000,000.00

(c) **Nova Scotia**

(i) **Personal Property Security Act (Nova Scotia)**

	Registration No. / File No.	Current Debtor	Current Secured Party	Current General Collateral Description and other Particulars
1.	28047462 / SM001511.172	MOUNTAIN EQUIPMENT CO-OPERATIVE	ROYAL BANK OF CANADA	Expiry Date: AUGUST 1, 2022 A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.

2. **1314625 Ontario Limited**

(a) **British Columbia**

(i) **Personal Property Security Act (British Columbia)**

	Registration No. / Control No.	Current Debtor	Current Secured Party	Current General Collateral Description and Other Particulars
1.	175058K / D4686730 Amended by: 177631K / D4690163	MOUNTAIN EQUIPMENT CO-OPERATIVE 1314625 ONTARIO LIMITED	ROYAL BANK OF CANADA, AS AGENT	Expiry Date: JULY 31, 2022 ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.

(a) **Ontario**

(i) *Personal Property Security Act (Ontario)*

	File No. / Registration No.	Current Debtor	Current Secured Party	Current Collateral Classification	Current General Collateral Description and other Particulars
1.	730382877 / 20170731 1539 1862 1162 Amended: 730382877 / 20170801 1201 1862 1238	MOUNTAIN EQUIPMENT CO-OPERATIVE 1314625 ONTARIO LIMITED	ROYAL BANK OF CANADA, AS AGENT	INVENTORY, EQUIPMENT, ACCOUNTS AND OTHER, WITH MOTOR VEHICLE INCLUDED	Expiry Date: JULY 31, 2022

SCHEDULE "E" - CLAIMS TO BE DELETED FROM TITLE TO REAL PROPERTY

BRITISH COLUMBIA

13340 76 Avenue, Surrey, BC

a) Instruments to be deleted from PID: 005-054-745

Reg. No.	Registration Date	Instrument Type	Amount	Parties From	In Favour of
CA6198144	August 3, 2017	Mortgage	Unlimited	Mountain Equipment Co-operative	Royal Bank of Canada
CA6198145	August 3, 2017	Assignment of Rents		Mountain Equipment Co-operative	Royal Bank of Canada
CA8334711	July 30, 2020	Modification (of Mortgage CA6198144)		Mountain Equipment Co-operative	Royal Bank of Canada
CA8334712	July 30, 2020	Modification (of Assignment of Rents CA6198145)		Mountain Equipment Co-operative	Royal Bank of Canada

212 Brooksbank Avenue, North Vancouver, BC

a) Instruments to be deleted from PID: 011-388-391

Reg. No.	Registration Date	Instrument Type	Amount	Parties From	In Favour of
CA1773344	October 20, 2010	Notice of Interest, Builders Lien		Mountain Equipment Co-operative	Mountain Equipment Co-operative
CA6198144	August 3, 2017	Mortgage	Unlimited	Mountain Equipment Co-operative	Royal Bank of Canada
CA6198145	August 3, 2017	Assignment of Rents		Mountain Equipment Co-operative	Royal Bank of Canada
CA8334711	July 30, 2020	Modification (of Mortgage CA6198144)		Mountain Equipment Co-operative	Royal Bank of Canada
CA8334712	July 30, 2020	Modification (of Assignment of Rents CA6198145)		Mountain Equipment Co-operative	Royal Bank of Canada

ALBERTA

830 10 Avenue SW, Calgary, AB

a) Instruments to be deleted from Title Number 991 373 010

Reg. No.	Registration Date	Instrument Type	Amount	Parties From	In Favour of
171 183 782	August 18, 2017	Mortgage	\$200,000,000.00	Mountain Equipment Co-operative	Royal Bank of Canada
171 183 783	August 18, 2017	Caveat re: Assignment of Rents and Leases		Mountain Equipment Co-operative	Royal Bank of Canada
201 143 810	August 15, 2020	Caveat re: Amending Agreement (amends Mortgage under Reg. No. 171 183 782)		Mountain Equipment Co-operative	Royal Bank of Canada
201 143 811	August 15, 2020	Caveat re: Assignment of Rents and Leases (amends Caveat re: Assignment of Rents and Leases under Reg. No. 171 183 783)		Mountain Equipment Co-operative	Royal Bank of Canada

MANITOBA

303 Portage Avenue, Winnipeg, Manitoba

a) Instruments to be deleted from Title Number 2917179/1

Reg. No.	Registration Date	Instrument Type	Amount	Parties From	Parties To
5196018/1	July 31, 2020	Mortgage	\$200,000,000	Mountain Equipment Co-operative	Royal Bank of Canada
5196019/1	July 31, 2020	Caveat re: Assignments of Rents and Leases		Royal Bank of Canada	Goff Robley, as agent

5196020/1	July 31, 2020	Personal Property Security Notice (Expires 07/30/2025 (Payments under a lease)		Royal Bank of Canada	Goff Robley, as agent
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ONTARIO

1030 Brant Street, Burlington

- a) Instruments to be deleted from PIN 04007081-0411 (LT), PIN 07081-0253 (LT) and PIN 07081-0254 (LT)

Reg. No.	Registration Date	Instrument Type	Amount	Parties From	In Favour of
HR1478303	August 3, 2017	Mortgage	\$200,000,000.00	Mountain Equipment Co-operative	Royal Bank of Canada

366 Richmond Road, Ottawa

- a) Instruments to be deleted from PIN 04017-0142 (LT), PIN 04017-0145 (LT) and PIN 04017-0201 (LT)

Reg. No.	Registration Date	Instrument Type	Amount	Parties From	In Favour of
OC1916147 *As to PIN 04017-0142 (LT), 04017-0145 (LT) and 04017-0201 (LT)	August 3, 2017	Mortgage	\$200,000,000.00	Mountain Equipment Co-operative	Royal Bank of Canada
OC1916146 * As to PIN 04017-0143 (LT)	August 3, 2017	Mortgage	\$200,000.00	1314625 Ontario Limited	Royal Bank of Canada
LT1207450 *As to PIN 04017-0142 (LT) only	June 30, 1999	Application to Annex Restrictive Covenants		Mountain Equipment Co-operative	Sun Life Assurance Company of Canada

784 Sheppard Avenue East, North York, Ontario

a) Instruments to be deleted from PIN 10059-0267 (LT)

Reg. No.	Registration Date	Instrument Type	Amount	Parties From	In Favour of
AT4646897	August 3, 2017	Mortgage	\$200,000,000.00	Mountain Equipment Co-operative	Royal Bank of Canada

SCHEDULE "F" - PERMITTED ENCUMBRANCES - PERSONAL PROPERTY

Mountain Equipment Co-operative

British Columbia

Personal Property Security Act (British Columbia)

	Registration No. / Control No.	Current Debtor	Current Secured Party	Current General Collateral Description and Other Particulars
2.	939821H / D2402458	MOUNTAIN EQUIPMENT CO- OPERATIVE	CIT FINANCIAL LTD.	Expiry Date: MAY 6, 2021 PHOTOCOPIERS TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO. ALL PROCEEDS FROM THE AFORESAID COLLATERAL THAT ARE GOODS, INTANGIBLES, CHattel PAPER, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY OR INVESTMENT PROPERTY (ALL AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT) AND INCLUDING INSURANCE PROCEEDS.
3.	141283I / D2608843	MOUNTAIN EQUIPMENT CO- OPERATIVE	GE VFS CANADA LIMITED PARTNERSHIP	Expiry Date: AUGUST 22, 2020 ALL GOODS WHICH ARE COPIERS TOGETHER WITH ALL REPLACEMENTS AND SUBSTITUTIONS THEREOF AND ALL PARTS, ACCESSORIES, ACCESSIONS AND ATTACHMENTS THERETO AND ALL PROCEEDS THEREOF, INCLUDING ALL PROCEEDS WHICH ARE ACCOUNTS, GOODS, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES, CROPS OR INSURANCE PROCEEDS (REFERENCE NO. 9769864-001)
4.	141299I / D2608871	MOUNTAIN EQUIPMENT CO- OPERATIVE	GE VFS CANADA LIMITED PARTNERSHIP	Expiry Date: AUGUST 22, 2020 ALL GOODS WHICH ARE COPIERS TOGETHER WITH ALL REPLACEMENTS AND SUBSTITUTIONS THEREOF AND ALL PARTS, ACCESSORIES, ACCESSIONS AND ATTACHMENTS THERETO AND ALL PROCEEDS THEREOF, INCLUDING ALL PROCEEDS WHICH ARE ACCOUNTS, GOODS, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES, CROPS OR INSURANCE PROCEEDS (REFERENCE NO. 9769866-001)

	Registration No. / Control No.	Current Debtor	Current Secured Party	Current General Collateral Description and Other Particulars
5.	378352I / D2851671	MOUNTAIN EQUIPMENT CO- OPERATIVE	GE VFS CANADA LIMITED PARTNERSHIP	Expiry Date: JANUARY 7, 2021 ALL GOODS WHICH ARE PRINTERS AND COPIERS TOGETHER WITH ALL REPLACEMENTS AND SUBSTITUTIONS THEREOF AND ALL PARTS, ACCESSORIES, ACCESSIONS AND ATTACHMENTS THERETO AND ALL PROCEEDS THEREOF, INCLUDING ALL PROCEEDS WHICH ARE ACCOUNTS, GOODS, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES, CROPS OR INSURANCE PROCEEDS (REFERENCE NO. 9792123-001)
6.	431715I / D2906468	MOUNTAIN EQUIPMENT CO- OPERATIVE	GE VFS CANADA LIMITED PARTNERSHIP	Expiry Date: FEBRUARY 9, 2021 ALL GOODS WHICH ARE COPIERS TOGETHER WITH ALL REPLACEMENTS AND SUBSTITUTIONS THEREOF AND ALL PARTS, ACCESSORIES, ACCESSIONS AND ATTACHMENTS THERETO AND ALL PROCEEDS THEREOF, INCLUDING ALL PROCEEDS WHICH ARE ACCOUNTS, GOODS, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES, CROPS OR INSURANCE PROCEEDS (REFERENCE NO. 9796948-001)
7.	431716I / D2906469	MOUNTAIN EQUIPMENT CO- OPERATIVE	GE VFS CANADA LIMITED PARTNERSHIP	Expiry Date: FEBRUARY 9, 2021 ALL GOODS WHICH ARE COPIERS TOGETHER WITH ALL REPLACEMENTS AND SUBSTITUTIONS THEREOF AND ALL PARTS, ACCESSORIES, ACCESSIONS AND ATTACHMENTS THERETO AND ALL PROCEEDS THEREOF, INCLUDING ALL PROCEEDS WHICH ARE ACCOUNTS, GOODS, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES, CROPS OR INSURANCE PROCEEDS (REFERENCE NO. 9796951-001)
8.	431718I / D2906471	MOUNTAIN EQUIPMENT CO- OPERATIVE	GE VFS CANADA LIMITED PARTNERSHIP	Expiry Date: FEBRUARY 9, 2021 ALL GOODS WHICH ARE COPIERS TOGETHER WITH ALL REPLACEMENTS AND SUBSTITUTIONS THEREOF AND ALL PARTS, ACCESSORIES, ACCESSIONS AND ATTACHMENTS THERETO AND ALL PROCEEDS THEREOF, INCLUDING ALL PROCEEDS WHICH ARE ACCOUNTS, GOODS, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES, CROPS OR INSURANCE PROCEEDS (REFERENCE NO. 9796954-001)

	Registration No. / Control No.	Current Debtor	Current Secured Party	Current General Collateral Description and Other Particulars
9.	453961I / D2929321 Renewed: 029225J / D3517375 Renewed: 083144J / D3572509 Collateral Added: 131142J / D3621603 Renewed: 463788K / D4982280 Renewed: 140201L / D5671343 Partially Discharged: 396565L / D5932781 Renewal: 886765L / D6431951	MOUNTAIN EQUIPMENT CO-OP	C. KEAY INVESTMENTS LTD. DBA OCEAN TRAILER C. KEAY INVESTMENTS LTD. C.KEAY INVESTMENTS LTD.	Expiry Date: FEBRUARY 23, 2021 Vehicle Collateral: Type TR Serial No. 1JJV532T3SL275998 Year: 1995 Make/Model: WABASH 53'T/A DRY VAN SPR TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.
10.	537484J / D4036761	MOUNTAIN EQUIPMENT CO-OPERATIVE	WELLS FARGO EQUIPMENT FINANCE COMPANY	Expiry Date: SEPTEMBER 14, 2022 ALL GOODS WHICH ARE COPIERS TOGETHER WITH ALL REPLACEMENTS AND SUBSTITUTIONS THEREOF AND ALL PARTS, ACCESSORIES, ACCESSIONS AND ATTACHMENTS THERETO AND ALL PROCEEDS THEREOF, INCLUDING ALL PROCEEDS WHICH ARE ACCOUNTS, GOODS, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES, CROPS OR INSURANCE PROCEEDS (REFERENCE NO. 9882171-001)
11.	562051J / D4061962	MOUNTAIN EQUIPMENT CO-OPERATIVE	CIT FINANCIAL LTD.	Expiry Date: SEPTEMBER 27, 2022 RICOH PRINTERS TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES. ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO. ALL PROCEEDS FROM THE AFORESAID COLLATERAL THAT ARE GOODS, INTANGIBLES, CHATTEL PAPER, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY OR INVESTMENT PROPERTY (ALL AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT) AND INCLUDING INSURANCE PROCEEDS.

	Registration No. / Control No.	Current Debtor	Current Secured Party	Current General Collateral Description and Other Particulars
12.	415013K / D4932386	MOUNTAIN EQUIPMENT CO-OPERATIVE	APPLE CANADA INC.	<p>Expiry Date: NOVEMBER 22, 2020</p> <p>ALL GOODS WHICH ARE COMMUNICATION & ELECTRONIC DEVICES MANUFACTURED, DISTRIBUTED OR SOLD BY APPLE CANADA INC., THE GOODS DESCRIBED HEREIN TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL. (REFERENCE NO. 9946246-001) FOR INTERNAL USE ONLY) (AS MAY BE AMENDED OR UPDATED FROM TIME TO TIME)</p>
13.	884391K / D5410654	MOUNTAIN EQUIPMENT CO-OPERATIVE	LBEL INC.	<p>Expiry Date: JULY 10, 2024</p> <p>PHOTOCOPIERS TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES. ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO. ALL PROCEEDS FROM THE AFORESAID COLLATERAL THAT ARE GOODS, INTANGIBLES, CHATTEL PAPER, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY OR INVESTMENT PROPERTY (ALL AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT) AND INCLUDING INSURANCE PROCEEDS.</p>
14.	669057L / D6210317	G.N. JOHNSTON EQUIPMENT CO. LTD.	MOUNTAIN EQUIPMENT CO-OPERATIVE	<p>Expiry Date: JULY 30, 2023</p> <p>Vehicle Collateral: Type MV Serial No. 560-19-B46074 Year: 2019 Make/Model: RAYMOND 560-OPC30TT</p> <p>Vehicle Collateral: Type MV Serial No. 560-19-B46076 Year: 2019 Make/Model: RAYMOND 560-OPC30TT</p> <p>Vehicle Collateral: Type TR Serial No. 560-19-B46078 Year: 2019 Make/Model: RAYMOND 560-OPC30TT</p> <p>(3) DEKA BATTERIES 18D125136C79 S/N 2005AI 2011AI 2012AI AND (3) DEKA CHARGERS Q4-24/36-150BB S/N 2-10-0119-00314 2-10-0519-20936 2-10-1218-20820 REF. 509297</p>

	Registration No. / Control No.	Current Debtor	Current Secured Party	Current General Collateral Description and Other Particulars
15.	906149L / D6451746	MOUNTAIN EQUIPMENT CO- OPERATIVE	LBEL INC.	<p>Expiry Date: NOVEMBER 21, 2025</p> <p>PHOTOCOPIERS TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES. ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO. ALL PROCEEDS FROM THE AFORESAID COLLATERAL THAT ARE GOODS, INTANGIBLES, CHATTEL PAPER, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY OR INVESTMENT PROPERTY (ALL AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT) AND INCLUDING INSURANCE PROCEEDS</p>
16.	108152M / D6657304	MOUNTAIN EQUIPMENT CO- OPERATIVE	WELLS FARGO EQUIPMENT FINANCE COMPANY	<p>Expiry Date: MARCH 9, 2026</p> <p>ALL GOODS WHICH ARE PHOTOCOPIERS, MULTIFUNCTION DEVICES, PRINTERS, 3D PRINTERS, PRODUCTION PRINTERS, INDUSTRIAL INKJETS, DIGITAL PRESSES, DIGITAL SIGNAGE, FAX MACHINES, PROJECTORS, VIDEO CONFERENCING, INTERACTIVE WHITEBOARDS, SERVERS, AND SOFTWARE, OFFICE FURNITURE (CHAIRS, TABLES, ACCESSORIES), TELEPHONY, COMPUTERS, TELECONFERENCING EQUIPMENT, MAILING SYSTEMS, FOLDER INSERTERS. THE GOODS DESCRIBED HEREIN TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL. (REFERENCE NO. 8326544- 001) (FOR INTERNAL USE ONLY) (AS MAY BE AMENDED OR UPDATED FROM TIME TO TIME)</p>

Alberta

Personal Property Security Act (Alberta)

	Registration No.	Current Debtor	Current Secured Party	Current General Collateral Description and other Particulars
17.	15010726580	MOUNTAIN EQUIPMENT CO-OPERATIVE	GE VFS CANADA LIMITED PARTNERSHIP	Expiry Date: JANUARY 7, 2021 ALL GOODS WHICH ARE PRINTERS AND COPIERS TOGETHER WITH ALL REPLACEMENTS AND SUBSTITUTIONS THEREOF AND ALL PARTS, ACCESSORIES, ACCESSIONS AND ATTACHMENTS THERETO AND ALL PROCEEDS THEREOF, INCLUDING ALL PROCEEDS WHICH ARE ACCOUNTS, GOODS, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES, CROPS OR INSURANCE PROCEEDS (REFERENCE NO. 9792123-001)
18.	15020934670	MOUNTAIN EQUIPMENT CO-OPERATIVE	GE VFS CANADA LIMITED PARTNERSHIP	Expiry Date: FEBRUARY 9, 2021 ALL GOODS WHICH ARE COPIERS TOGETHER WITH ALL REPLACEMENTS AND SUBSTITUTIONS THEREOF AND ALL PARTS, ACCESSORIES, ACCESSIONS AND ATTACHMENTS THERETO AND ALL PROCEEDS THEREOF, INCLUDING ALL PROCEEDS WHICH ARE ACCOUNTS, GOODS, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES, CROPS OR INSURANCE PROCEEDS (REFERENCE NO. 9796939-001)
19.	15020934682	MOUNTAIN EQUIPMENT CO-OPERATIVE	GE VFS CANADA LIMITED PARTNERSHIP	Expiry Date: FEBRUARY 9, 2021 ALL GOODS WHICH ARE COPIERS TOGETHER WITH ALL REPLACEMENTS AND SUBSTITUTIONS THEREOF AND ALL PARTS, ACCESSORIES, ACCESSIONS AND ATTACHMENTS THERETO AND ALL PROCEEDS THEREOF, INCLUDING ALL PROCEEDS WHICH ARE ACCOUNTS, GOODS, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES, CROPS OR INSURANCE PROCEEDS (REFERENCE NO. 9796937-001)
20.	19112122796	MOUNTAIN EQUIPMENT CO-OPERATIVE	LBEL INC.	Expiry Date: NOVEMBER 21, 2025 PHOTOCOPIERS TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO. ALL PROCEEDS FROM THE AFORESAID COLLATERAL THAT ARE GOODS, INTANGIBLES, CHATTEL PAPER, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY OR INVESTMENT PROPERTY (ALL AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT) AND INCLUDING INSURANCE PROCEEDS

Manitoba*Personal Property Security Act (Manitoba)*

	Registration No.	Current Debtor	Current Secured Party	Current General Collateral Description and other Particulars
21.	201920179806	MOUNTAIN EQUIPMENT CO-OPERATIVE	LBEL INC.	Expiry Date: NOVEMBER 21, 2025 PHOTOCOPIERS TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO. ALL PROCEEDS FROM THE AFORESAID COLLATERAL THAT ARE GOODS, INTANGIBLES, CHATTEL PAPER, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY OR INVESTMENT PROPERTY (ALL AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT) AND INCLUDING INSURANCE PROCEEDS

Ontario*Personal Property Security Act (Ontario)*

	File No. / Registration No.	Current Debtor	Current Secured Party	Current Collateral Classification	Current General Collateral Description and other Particulars
22.	757827126 / 20191121 1512 1901 4810	MOUNTAIN EQUIPMENT CO-OPERATIVE	LBEL INC.	EQUIPMENT AND OTHER	Expiry Date: NOVEMBER 21, 2025 PHOTOCOPIERS WITH ALL ACCESSORIES
23.	720977499 / 20160927 1126 1616 0567	MOUNTAIN EQUIPMENT CO-OPERATIVE	CIT FINANCIAL LTD.	EQUIPMENT AND OTHER	Expiry Date: SEPTEMBER 27, 2022 RICOH PRINTERS AND ACCESSORIES
24.	703529262 / 20150209 1851 5064 9241	MOUNTAIN EQUIPMENT CO-OPERATIVE	GE VFS CANADA LIMITED PARTNERSHIP	EQUIPMENT	Expiry Date: FEBRUARY 9, 2021 ACCOUNT SCHEDULE - 9796936001
25.	703529271 / 20150209 1855 5064 9244	MOUNTAIN EQUIPMENT CO-OPERATIVE	GE VFS CANADA LIMITED PARTNERSHIP	EQUIPMENT	Expiry Date: FEBRUARY 9, 2021 ACCOUNT SCHEDULE - 9796933001
26.	703529289 / 20150209 1856 5064 9245	MOUNTAIN EQUIPMENT CO-OPERATIVE	GE VFS CANADA LIMITED PARTNERSHIP	EQUIPMENT	Expiry Date: FEBRUARY 9, 2021 ACCOUNT SCHEDULE - 9796943001

	File No. / Registration No.	Current Debtor	Current Secured Party	Current Collateral Classification	Current General Collateral Description and other Particulars
27.	703828387 / 20150107 1559 5064 8135	MOUNTAIN EQUIPMENT CO- OPERATIVE	GE VFS CANADA LIMITED PARTNERSHIP	EQUIPMENT	Expiry Date: JANUARY 7, 2021 ACCOUNT SCHEDULE - 9792123001

Quebec

Register of Personal and Movable Real Rights (Other Registrations)

	Debtor(s)	Secured Party(ies)	Registration Number / Nature	Date / Expiry Date	Collateral Description	Comments
1.	COOPÉRATIVE MOUNTAIN EQUIPMENT MOUNTAIN EQUIPMENT CO- OPERATIVE	LBEL INC.	19-1327984-0001 / RIGHTS OF OWNERSHIP OF THE LESSOR UNDER A LEASING AGREEMENT	NOV. 22, 2019 / OCT. 10, 2025	SPECIFICALLY DESCRIBED PRINTERS.	<u>CONTRACT NUMBER:</u> 100411519-19

SCHEDULE "G" - PERMITTED ENCUMBRANCES - REAL PROPERTY

"Permitted Encumbrances" means, collectively, the following Encumbrances:

GENERAL

(Applies to all Purchased Real Property Assets)

1. Encumbrances given by the Sellers as security to a public utility or any Governmental Authority when required in the ordinary course of business but only insofar as they relate to any amounts not due or being disputed in good faith as at the Closing Date;
2. reservations, limitations, provisos and conditions, if any, expressed in any original grants of land from the Crown and any statutory limitations, exceptions, reservations (including, without limitation, royalties, reservations of mines, mineral rights, timber rights and other similar rights) and qualifications;
3. minor discrepancies in the legal description of or minor title defects to the Purchased Real Property Assets or any adjoining real or immovable property which would be disclosed in an up to date survey, certificate of location, real property report or technical description;
4. subdivision agreements, site plan control agreements, development agreements, heritage easements and agreements relating thereto, servicing agreements, utility agreements, permits, licenses, airport zoning regulations and other similar agreements with Governmental Authorities or private or public utilities affecting the development or use of any property registered on title to a Purchased Real Property Asset or disclosed to the Original Purchaser, provided, in each case, that if they have not been so registered or disclosed to the Original Purchaser, in each case, as at September 10, 2020, they do not, individually or in the aggregate, materially or adversely impair the value, use, operation or marketability of the Purchased Real Property Asset;
5. any rights of expropriation, access or use or any other similar rights conferred or reserved by Applicable Law;
6. minor encroachments by the Purchased Real Property Asset over neighbouring lands and/or permitted under agreements with neighbouring landowners and minor encroachments over the Purchased Real Property Asset by improvements of neighbouring landowners and/or permitted under agreements with neighbouring landowners;
7. rights-of-way for or reservations or rights of others for, sewers, drains, water lines, gas lines, electric lines, railways, telegraph, telecommunications and telephone lines, or cable conduits, poles, wires and cables, and other similar utilities, or zoning by-laws, ordinances or other restrictions as to the use of Purchased Real Property Asset, that arise in the ordinary course of business, provided, in each case, that: (i) they are registered on title to the Purchased Real Property Asset or have been disclosed to the Original Purchaser, in each case, prior to September 10, 2020; or (ii) they do not, individually or in the aggregate, materially or adversely impair the value, use, operation, or marketability of the Purchased Real Property Asset;

8. rail siding agreements or facility, operating, cost sharing, servicing, reciprocal use or other similar agreements, provided, in each case, that: (i) they are registered on title to the Purchased Real Property Asset or have been disclosed to the Original Purchaser; or (ii) they do not, individually or in the aggregate, materially or adversely impair the value, use, operation, or marketability of the Purchased Real Property Asset;
9. any easements, servitudes or rights-of-way in favour of any Governmental Authority, any private or public utility or any railway company or adjoining owner, provided, in each case, that (i) they are registered on title to a Purchased Real Property Assets or have been disclosed to the Buyer, in each case, prior to September 10, 2020, or (ii) they do not, individually or in the aggregate, materially or adversely impair the value, use, operation, or marketability of the Purchased Real Property Asset;
10. Encumbrances for charges for electricity, power, gas, water and other services and utilities in connection with the Purchased Real Property Asset that have accrued but are not yet due and owing;
11. restrictive covenants, private deed restrictions and other similar land use control agreements, provided, in each case, that: (i) they are registered on title to the Purchased Real Property Asset or have been disclosed to the Buyer, in each case, prior to September 10, 2020, or (ii) they do not, individually or in the aggregate, materially or adversely impair the value, use, operation, or marketability of the Purchased Real Property Asset;
12. the provisions of all Applicable Laws, including by-laws, regulations, ordinances and similar instruments relating to development and zoning of the Purchased Real Property Asset;
13. the exceptions and qualifications contained in Section 44(1) of the *Land Titles Act* (Ontario) (other than paragraphs 4, 6 and 11) or the *Land Titles Act* (Alberta) or Section 23(2) of the *Land Title Act* (British Columbia), or any similar law in any jurisdiction;
14. the right of any municipality or governmental or other public authority to acquire portions of the Purchased Real Property Asset for road widening or interchange construction and the right of the municipality or public authority to complete improvements, landscaping or remedy deficiencies in any pedestrian walkways or traffic control or monitoring to be provided to the Purchased Real Property Asset;
15. permits, licenses, agreements, servitudes, easements, (including, without limitation, heritage easements and agreements relating thereto), restrictions, restrictive covenants, rights-of-way, public ways, rights in the nature of an easement and other similar rights in land granted to or reserved by other persons (including, without in any way limiting the generality of the foregoing, permits, licenses, agreements, easements, servitudes, rights-of-way, sidewalks, public ways, and rights in the nature of easements or servitudes for sewers, drains, steam, gas and water mains or electric light and power or telephone and telegraph conduits, poles, wires and cables); provided, in each case, that: (i) they are registered on title to the Purchased Real Property Asset or have been disclosed to the Original Purchaser, in each case, prior to September 10, 2020; or (ii) they do not, individually or in the aggregate, materially or adversely impair the value, use, operation, or marketability of the Purchased Real Property Asset;

16. any reference plans or plans registered pursuant to the *Boundaries Act* (Ontario);
17. all Off-Title Compliance Matters to the extent they cannot be satisfied under Applicable Law solely by the payment of a fine or other monetary claim;
18. the Encumbrances and other rights in favour of the Landlords contained in the Real Property Leases;
19. the Encumbrances which the Real Property Leases and/or any Leased Property forming a part of the Purchased Real Property Assets are stated to be subject to or bound by pursuant to the terms of the Real Property Leases;
20. all Encumbrances affecting a Landlord's freehold interest in any Leased Property forming a part of the Purchased Real Property Assets; and
21. any instruments which are registered against title to a Purchased Real Property Asset that are (a) agreed to by the Original Purchaser in writing or (b) otherwise permitted by the Sale Agreement, except in each case for those Encumbrances to be discharged, cancelled, deleted and expunged from title to the Purchaser real Property Assets pursuant to this Order.

SPECIFIC INSTRUMENTS
(per jurisdiction)

The characterization or description of those items on the balance of this Schedule "G" are prepared for purposes of convenience only, and for accurate reference, recourse should be had to the registration itself.

BRITISH COLUMBIA

13340 76 Avenue, Surrey, BC

Registration Number	Date	Instrument Type
L67964	August 15, 1975	Right of First Refusal
N57158	June 8, 1977	Right of First Refusal (extending Right of First Refusal L67964)
AB200715	September 30, 1988	Right of First Refusal (Assignment of Right of First Refusal L67964)
BR347063	December 20, 2001	Right of First Refusal (modification of Right of First Refusal L67964)
BA527656	July 12, 2006	Modification (of Right of First Refusal L67964)
BA603353	December 22, 2006	Covenant
BA603354	December 22, 2006	Covenant

212 Brooksbank Avenue, North Vancouver, BC

Registration Number	Date	Instrument Type
556246M	May 29, 1972	Right of Way
G15282	March 12, 1979	Right of Way
BB1176148	July 29, 2010	Covenant
CA2060961	June 17, 2011	Covenant
CA2060962	June 17, 2011	Covenant
CA2060963	June 17, 2011	Covenant
CA2060964	June 17, 2011	Statutory Right of Way
CA2060965	June 17, 2011	Covenant
CA2060966	June 17, 2011	Statutory Right of Way
CA2314556	December 14, 2011	Covenant
CA2314557	December 14, 2011	Statutory Right of Way
CA2391685	February 14, 2012	Statutory Right of Way
CA2391686	February 14, 2012	Statutory Right of Way
CA2737044	August 27, 2012	Covenant
CA2752086	September 4, 2012	Statutory Right of Way

ALBERTA

830 10 Avenue SW, Calgary, AB

Registration Number	Date	Instrument Type
161 271 171	November 14, 2016	Utility Right of Way

MANITOBA

303 Portage Avenue, Winnipeg, Manitoba

Registration Number	Date	Instrument Type
12956/1	July 7, 1903	Caveat (Party Wall Agreement)

ONTARIO

1030 Brant Street, Burlington

Registration Number	Date	Instrument Type
HR567544	May 16, 2007	Transfer-PIN 07081-0411 (LT)
HR579483	June 29, 2007	Transfer PIN 07081-0253 (LT)
HR595183	August 17, 2007	Transfer PIN 07081-0254 (LT)
624841	August 21, 1985	Development Agreement PIN 07081-

805130	May 23, 1983	0411 (LT) only
HR641374	February 11, 2008	Agreement regarding Ingress and Egress PIN 07081-0411 (LT) only
HR648712	March 17, 2008	Development Agreement
19980	January 25, 1961	Agreement amending Development Agreement HR641374
HR77893	October 10, 2001	By-Law 1945
		Application (General)

366 Richmond Road, Ottawa

Registration Number	Date	Instrument Type
LT1207449	June 30, 1997	Transfer-PIN 04017-0142 (LT)
OC1207449	May 31, 2007	Transfer PIN 04017-0145 (LT)
OC696113	March 14, 2007	Transfer PIN 04017-0201 (LT)
LT1175950	January 26, 1999	Transfer PIN 04017-0143 (LT)
LT1180465	February 19, 1999	Transfer PIN 04017-0143 (LT)
OC1475005	May 8, 2013	Transfer Easement PIN 04017-0145 (LT) and PIN 04017-0201 (LT) and PIN 04017-0142
OC1381028	July 4, 2012	Transfer Easement PIN 04017-0143 (LT) only
OC1475004	May 8, 2013	Transfer Easement PIN 04017-0201 (LT) only
LT1229978	September 20, 1999	Site Plan Control Agreement PIN 04017-0142 (LT) and PIN 04017-0143
CR668702	April 9, 1975	Site Plan Agreement PIN 04017-0145 (LT) only
NS6100	February 28, 1978	Amending Site Plan Agreement PIN 04017-0145 (LT) only
OC1339043	March 5, 2012	Site Plan Agreement
OC1339044	March 5, 2012	Maintenance & Liability Agreement
OC1339045	March 5, 2012	On Site Parking Agreement
LT1289591	June 8, 2000	Application to Annex Restrictive Covenants

784 Sheppard Avenue East, North York, Ontario

Registration Number	Date	Instrument Type
AT2974641	March 26, 2012	Transfer
AT3895818	May 28, 2015	Easement
AT4283935	July 10, 2016	Transfer Easement
AT3895820	May 28, 2015	Reciprocal Easement and Cost Sharing Agreement
AT4283934	July 20, 2016	Site Plan Agreement

No. S209201
Vancouver Registry

In the Supreme Court of British Columbia
IN THE MATTER OF THE *COMPANIES' CREDITORS*
ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

AND

IN THE MATTER OF MOUNTAIN EQUIPMENT CO-OPERATIVE
AND 1314625 ONTARIO LIMITED

Petitioners

ORDER MADE AFTER APPLICATION

NORTON ROSE FULBRIGHT CANADA LLP

Barristers & Solicitors
1800 – 510 West Georgia Street
Vancouver, BC V6B 0M3
Attention: Howard A. Gorman, Q.C.
Filing Agent: West Coast Title Search

SCB/ker

Matter# 1001118436
