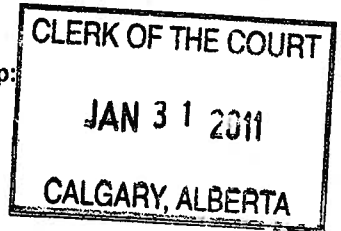


Let the within Affidavit be filed notwithstanding that it is not an original and that the Exhibits are not sealed

J. T. McCartney

J.C.C.B.A.

Clerk's stamp:



COURT FILE NUMBER
COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE

1001-07852

CALGARY

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED AND *THE JUDICATURE ACT*, R.S.A. 2000, c. J-2, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF MEDICAN HOLDINGS LTD., MEDICAN DEVELOPMENTS INC., R7 INVESTMENTS LTD., MEDICAN CONSTRUCTION LTD., MEDICAN CONCRETE INC., 1090772 ALBERTA LTD., 1144233 ALBERTA LTD., 1344241 ALBERTA LTD., 9150-3755 QUEBEC INC., AXCESS (GRANDE PRAIRIE) DEVELOPMENTS LTD., AXCESS (SYLVAN LAKE) DEVELOPMENTS LTD., CANVAS (CALGARY) DEVELOPMENTS LTD., ELEMENTS (GRANDE PRAIRIE) DEVELOPMENTS LTD., HOMES BY KINGSLAND LTD., LAKE COUNTRY (SITARA) DEVELOPMENTS LTD., MEDICAN (EDMONTON TERWILLEGAR) DEVELOPMENTS LTD., MEDICAN (GRANDE PRAIRIE) HOLDINGS LTD., MEDICAN (KELOWNA MOVE) DEVELOPMENTS LTD., MEDICAN (LETHBRIDGE - FAIRMONT PARK) DEVELOPMENTS LTD., MEDICAN (RED DEER - MICHENER HILL) DEVELOPMENTS LTD., MEDICAN (SYLVAN LAKE) DEVELOPMENTS LTD., MEDICAN (WESTBANK) DEVELOPMENT LTD., MEDICAN (WESTBANK) LAND LTD., MEDICAN CONCRETE FORMING LTD., MEDICAN DEVELOPMENTS (MEDICINE HAT SOUTHWEST) INC., MEDICAN ENTERPRISES INC. / LES ENTREPRISES MEDICAN INC., MEDICAN EQUIPMENT LTD., MEDICAN FRAMING LTD., MEDICAN GENERAL CONTRACTORS LTD., MEDICAN GENERAL CONTRACTORS 2010 LTD., RIVERSTONE (MEDICINE HAT) DEVELOPMENTS LTD., SANDERSON OF FISH CREEK (CALGARY) DEVELOPMENTS LTD., SIERRAS OF EAUX CLAIRES (EDMONTON) DEVELOPMENTS LTD., SONATA RIDGE (KELOWNA) DEVELOPMENTS LTD., SYLVAN LAKE MARINA DEVELOPMENTS LTD., THE ESTATES OF VALLEYDALE DEVELOPMENTS LTD., THE LEGEND (WINNIPEG) DEVELOPMENTS LTD., and WATERCREST (SYLVAN LAKE) DEVELOPMENTS LTD.
(THE PETITIONERS)

DOCUMENT

ADDRESS FOR SERVICE AND CONTACT
INFORMATION OF PARTY FILING THIS
DOCUMENT

AFFIDAVIT



FRASER MILNER CASGRAIN LLP
Bankers Court
15th Floor, 850 - 2nd Street S.W.
Calgary, Alberta T2P 0R8
Attention: David W. Mann / Rebecca L. Lewis
Ph. (403) 268-7097/6354 Fx. (403) 268-3100
File No.: 526686-1

AFFIDAVIT OF TYRONE SCHNEIDER
Sworn on January 28, 2010

I, Tyrone Schneider, of Alberta, SWEAR AND SAY THAT:

1. I am the president of 1539319 Alberta Ltd., the Court appointed chief restructuring officer to all of the Petitioners (the "CRO") appointed to assist with the restructuring of the Petitioners. As such, I am familiar with the books and records of these proceedings and have personal knowledge of the matters herein deposed to except where based upon information and belief, in which case I do verily believe the same to be true.
2. All capitalized terms used in this Affidavit shall have the meaning ascribed to them in the Affidavit sworn by Mr. Wesley Reinheller and filed in these proceedings on May 25, 2010 (the "Initial Affidavit") unless otherwise indicated in this Affidavit.
3. I swear this Affidavit in support of the Application by the Petitioners served by the Medican Group in these proceedings on January 28, 2011 (the "Application") for the following relief:
 - (a) an Order, substantially in the form attached to the Application as Schedule "A" approving the sale and transfer of the Legend at Creed Bend Project, as herein described, by The Legend (Winnipeg) Developments Ltd. ("The Legend") to 6020658 Manitoba Ltd ("602");
 - (b) an Order, substantially in the form attached to the Application as Schedule "B", amending the Order granted in these proceedings on September 8, 2010, which approved the lending arrangement among Macdonald Terwillegar Properties Ltd. ("Macdonald Terwillegar") and the Medican Group with respect to Phase 1 of Axxess Terwillegar in Edmonton, Alberta ("Axxess Terwillegar"); and
 - (c) an Order, substantially in the form attached to the Application as Schedule "C", directing the Land Registrar for the Registration Division of Brôme, Québec to register the Initial Order against certain lands held by Cercles des Cantons S.E.C. and certain other relief in this regard.
4. I have had the opportunity to review the eighth report of the RSM Richter Inc., the court appointed monitor of the Medican Group in these proceedings (the "Monitor"), dated January 28, 2011 (the "Monitor's Eighth Report"), and I agree with the summaries and the recommendations provide therein.

The Legend at Creek Bend Transfer/Sale

5. As part of its restructuring efforts, Medican has negotiated an offer (the "602 Purchase") whereby 602 has agreed to acquire certain lands held by The Legend (the "Legend Lands"). Copies of the certificates of title in respect of the Legend Lands are attached hereto and marked as Exhibit "A" to this my Affidavit.
6. The salient terms and conditions of the 602 Purchase include:
 - (a) As consideration for the transfer 602 will:
 - (i) assume the outstanding amounts owed by The Legend to MCAP, Carry, and the DIP Charge, namely the approximate sum of \$3.6 million,

- (ii) assume the trade payables who supplied goods and services to The Legend,
 - (iii) pay outstanding condominium realtor fees owing by The Legend, and
 - (iv) 602 will pay the sum of \$260,000 to the Medican Group; and
- (b) the Medican Group will transfer the Legend Lands to 602, or its nominee, free and clear of all interests of the Medican Group and all parties claiming through the Medican Group.
7. The 602 Purchase was amended by a statement of adjustments (the "**Statement of Adjustments**") and was accompanied by a letter agreement among The Legend and Eugene Hienrich with respect to deficiencies in the Legends at Creek Bend Project (the "**Letter Agreement**"). The relevant documents have all been executed. Copies of the 602 Purchase, the Statement of Adjustments and the Letter Agreement are attached hereto and marked as Exhibits "B", "C" and "D" to this my Affidavit.
8. The 602 Purchase, as amended, is consistent with the appraised value of the Legend Lands and the Medican Group believes this transfer is in the best interest of the Medican Group and its stakeholders.

The Terwillegar Amendment

9. On September 8, 2010, this Honourable Court granted an Order (the "**Macdonald Terwillegar Order**") authorizing the Medican Group to enter into an amended lending arrangement with Macdonald Terwillegar with respect to Axxess Terwillegar, whereby an additional amount (\$200,000) of priority funding would be made available to complete and market the project.
10. Going forward, the cost to complete the marketing of the Axxess Terwillegar units will exceed the current cap of \$200,000. I am advised by Macdonald Terwillegar that it will need an additional amount of \$750,000 to complete the sale of the balance of the Axxess Terwillegar units and, further, that such additional funding will have to be in priority to all other encumbrances on the property and generally in keeping with the structure and priority of the initial facility and related charge.
11. Given the success to date with Macdonald Terwillegar marketing the units and the consensus of the secured lenders on the Terwillegar project, the Medican Group believes this increase is in the best interest of the Medican Group and its stakeholders.

The Bromont Registration

12. Paragraph 2 of the Initial Order granted by this Honourable Court in these proceedings granted protection to Medican Enterprises Inc./Les Entreprises Medican Inc. and Cercles des Canton Sec ("**Cercles**"). It has proven to be difficult to have the Initial Order registered against the lands held by Cercles in Bromont, Québec. Further, parties in Québec seem to be unaware of these proceedings, and continue to take steps against the Medican Group and these lands.
13. In an attempt to solve the issue described in the previous paragraph, Medican seeks an order directing the Land Registrar for the Registration Division of Brôme in the province of Québec to

register the Initial Order and against Cercle des Cantons S.E.C. and against the hypothecary claims of Applicants Medican Developments Inc. and Medican Construction Ltd.

- 14. I am advised by Medican's Quebec counsel, and do verily believe, that Medican requires this relief to have the Initial Order registered, and to prevent any further steps from being taken against the lands located in Bromont.

General

- 15. The Medican Group is working in good faith and with due diligence in these proceedings and it is within the best interests of the Medican Group and its stakeholders to continue in these proceedings as outlined above.

- 16. I make this Affidavit in support of an Application for the relief described in paragraph 3, above.

SWORN BEFORE ME at LIHUE HI)
 _____, this 28th day of January,)
 2011.)

William Heil
 Notary Public in and for the State of Hawaii

Tyrone Schneider
 (Signature)

WILLIAM HEIL
 PRINT NAME AND EXPIRY/LAWYER
 /STUDENT-AT-LAW

Tyrone Schneider
 (Print Name)

MY COMM EXP: 30 MAY 2012

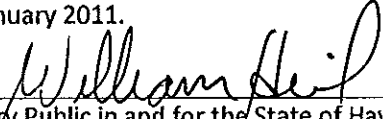


Date: 28 JAN 2011 # Pages: 4
 Name: WILLIAM HEIL 5th Circuit
 Doc. Description: AFFIDAVIT
OF TYRONE SCHNEIDER

William Heil
 Notary Signature

NOTARY CERTIFICATION

This is Exhibit "A" referred to in the Affidavit of Tyrone Schneider sworn before me on 28th day of January 2011.



Notary Public in and for the State of Hawaii

WILLIAM HEIL

PRINT NAME AND EXPIRY/LAWYER

/STUDENT-AT-LAW

MY COMM EXP: 30 MAY 2012

CLIENT FILE... NA
PRODUCED BY... M.DERKSEN

LEGAL DESCRIPTION:

THE LEGEND (WINNIPEG) DEVELOPMENTS LTD.

IS REGISTERED OWNER SUBJECT TO SUCH ENTRIES RECORDED HEREBON IN THE FOLLOWING DESCRIBED LAND:

UNIT 3 CONDOMINIUM PLAN 50237 WLTO TOGETHER WITH AN UNDIVIDED 1.94 % INTEREST IN THE COMMON ELEMENTS AS APPURTENANT THERETO SUBJECT TO ALL ENTRIES SET OUT ON THE TITLE OF WINNIPEG CONDOMINIUM CORPORATION NO. 665

ACTIVE TITLE CHARGE(S):

223700 WPG ACCEPTED CAVEAT REG'D: 1972/10/10
FROM/BY: MANITOBA TELEPHONE SYSTEM
TO:
CONSIDERATION: NOTES:

3389072 WPG ACCEPTED CAVEAT REG'D: 2006/12/07
DESCRIPTION: DEVELOPMENT AGREEMENT
FROM/BY: THE CITY OF WINNIPEG
TO: WILLIAM R. STOVEL AS AGENT
CONSIDERATION: NOTES:

3389073 WPG ACCEPTED EASEMENT DECLARATION REG'D: 2006/12/07
FROM/BY: THE LEGEND (WINNIPEG) DEVELOPMENTS LTD.
TO:
CONSIDERATION: NOTES:

3403622 WPG ACCEPTED CAVEAT REG'D: 2007/01/19
DESCRIPTION: EQUITABLE MORTGAGE
FROM/BY: MICHAEL SHAWN CARRY
TO: ROBERT B. GIESBRECHT AS AGENT
CONSIDERATION: NOTES:

CHARGES AFFECTING THIS INSTRUMENT:

3710628 WPG ACCEPTED POSTPONEMENT OF RIGHTS
NOTES: 3703217,3703218,3703219

ACTIVE TITLE CHARGE(S):

3473170 WPG ACCEPTED CAVEAT REG'D: 2007/06/29
 DESCRIPTION: EASEMENT AGREEMENT
 FROM/BY: MB HYDRO-ELECTRIC BOARD, MTS ALLSTREAM INC., ETAL
 TO:
 CONSIDERATION: NOTES:

3515704 WPG ACCEPTED CAVEAT REG'D: 2007/09/24
 DESCRIPTION: EASEMENT
 FROM/BY: THE CITY OF WINNIPEG
 TO: WOLFGANG TIEGS AS AGENT
 CONSIDERATION: NOTES: SERVIENT

3703217 WPG ACCEPTED MORTGAGE REG'D: 2008/11/13
 FROM/BY: THE LEGEND (WINNIPEG) DEVELOPMENTS LTD.
 TO: NCAP FINANCIAL CORPORATION
 CONSIDERATION: \$10,950,000.00 NOTES:

3703218 WPG ACCEPTED CAVEAT REG'D: 2008/11/13
 DESCRIPTION: ASSIGNMENT OF LEASES AND RENTS
 FROM/BY: NCAP FINANCIAL CORPORATION
 TO: BY AGENT: C. PAPPAS
 CONSIDERATION: NOTES:

3703219 WPG ACCEPTED PERSONAL PROPERTY SECURITY NOTICE REG'D: 2008/11/13
 DESCRIPTION: EXPIRES: 2010/12/01
 FROM/BY: NCAP FINANCIAL CORPORATION
 TO: BY AGENT: C. PAPPAS, Q.C.
 CONSIDERATION: NOTES:

3710628 WPG ACCEPTED POSTPONEMENT OF RIGHTS REG'D: 2008/12/02
 FROM/BY: MICHAEL SHAWN CARRY (CAVEAT 3403622)
 TO: NCAP FINANCIAL CORP.(M 3703217, C 3703218, PPSN 3703219
 CONSIDERATION: NOTES:

3904305 WPG ACCEPTED MORTGAGE REG'D: 2010/03/23
 FROM/BY: THE LEGEND (WINNIPEG) DEVELOPMENTS LTD.
 TO: 6020658 MANITOBA LTD.
 CONSIDERATION: \$2,173,059.11 NOTES:

COMPLETION DATE..... 2010/07/20

CLIENT FILE... NA
PRODUCED BY... M.DERKSEN

ACTIVE TITLE CHARGE(S):

3939913 WPG ACCEPTED	BUILDERS LIEN	REG'D: 2010/06/14
FROM/BY:	KITCHEN CRAFT OF CANADA	
TO:	AGAINST: THE LEGEND (WINNIPEG) DEVELOPMENTS LTD.	
CONSIDERATION:	\$115,543.11	NOTES:

ADDRESS(ES) FOR SERVICE:

EFFECT	NAME AND ADDRESS	POSTAL CODE
ACTIVE	THE LEGEND (WINNIPEG) DEV. LTD 1870-6TH AVENUE S.W. MEDICINE HAT, AB	T1A 7X5
ACTIVE	THE LEGEND (WINNIPEG) DEV. LTD 2500 - 360 MAIN ST. WINNIPEG, MB.	R3C 4H6

ORIGINATING INSTRUMENT(S):

REGISTRATION NUMBER	TYPE	REG. DATE	CONSIDERATION	SWORN VALUE
3951581 WPG	CDEC	2010/07/09	\$0.00	\$0.00
PRESENTED BY: PITBLADO				
FROM: THE LEGEND (WINNIPEG) DEVELOPMENTS LTD.				
TO:				

FROM TITLE NUMBER(S):

2177179 WPG PART

LAND INDEX:

UNIT CONDOMINIUM PLAN

3 50237

NOTE:

ACCEPTED THIS 9TH DAY OF JULY, 2010
BY D.WILKEN FOR THE DISTRICT REGISTRAR OF
THE LAND TITLES DISTRICT OF WINNIPEG.

CERTIFIED TRUE EXTRACT PRODUCED FROM THE LAND TITLES DATA
STORAGE SYSTEM ON 2011/01/27 OF TITLE NUMBER 2462839.

***** END OF STATUS OF TITLE 2462839 WPG *****

LEGAL DESCRIPTION:

THE LEGEND (WINNIPEG) DEVELOPMENTS LTD.

IS REGISTERED OWNER SUBJECT TO SUCH ENTRIES RECORDED HEREON IN THE FOLLOWING DESCRIBED LAND:

UNIT 5 CONDOMINIUM PLAN 50237 WLTO TOGETHER WITH AN UNDIVIDED 2.06 % INTEREST IN THE COMMON ELEMENTS AS APPURTENANT THERETO SUBJECT TO ALL ENTRIES SET OUT ON THE TITLE OF WINNIPEG CONDOMINIUM CORPORATION NO. 665

ACTIVE TITLE CHARGE(S):

223700 WPG ACCEPTED FROM/BY: TO: CONSIDERATION:	CAVEAT MANITOBA TELEPHONE SYSTEM	REG'D: 1972/10/10
		NOTES:

3389072 WPG ACCEPTED DESCRIPTION: FROM/BY: TO: CONSIDERATION:	CAVEAT DEVELOPMENT AGREEMENT THE CITY OF WINNIPEG WILLIAM R. STOVEL AS AGENT	REG'D: 2006/12/07
		NOTES:

3389073 WPG ACCEPTED FROM/BY: TO: CONSIDERATION:	EASEMENT DECLARATION THE LEGEND (WINNIPEG) DEVELOPMENTS LTD.	REG'D: 2006/12/07
		NOTES:

3403622 WPG ACCEPTED DESCRIPTION: FROM/BY: TO: CONSIDERATION:	CAVEAT EQUITABLE MORTGAGE MICHAEL SHAWN CARRY ROBERT B. GIESBRECHT AS AGENT	REG'D: 2007/01/19
		NOTES:

CHARGES AFFECTING THIS INSTRUMENT:

3710628 WPG ACCEPTED POSTPONEMENT OF RIGHTS
NOTES: 3703217, 3703218, 3703219

ACTIVE TITLE CHARGE(S):

3473170 WPG ACCEPTED CAVEAT REG'D: 2007/06/29
DESCRIPTION: EASEMENT AGREEMENT
FROM/BY: MB HYDRO-ELECTRIC BOARD, MTS ALLSTREAM INC., ETAL
TO:
CONSIDERATION: NOTES:

3515704 WPG ACCEPTED CAVEAT REG'D: 2007/09/24
DESCRIPTION: EASEMENT
FROM/BY: THE CITY OF WINNIPEG
TO: WOLFGANG TIEGS AS AGENT
CONSIDERATION: NOTES: SERVIENT

3703217 WPG ACCEPTED MORTGAGE REG'D: 2008/11/13
FROM/BY: THE LEGEND (WINNIPEG) DEVELOPMENTS LTD.
TO: MCAP FINANCIAL CORPORATION
CONSIDERATION: \$10,950,000.00 NOTES:

3703218 WPG ACCEPTED CAVEAT REG'D: 2008/11/13
DESCRIPTION: ASSIGNMENT OF LEASES AND RENTS
FROM/BY: MCAP FINANCIAL CORPORATION
TO: BY AGENT: C. PAPPAS
CONSIDERATION: NOTES:

3703219 WPG ACCEPTED PERSONAL PROPERTY SECURITY NOTICE REG'D: 2008/11/13
DESCRIPTION: EXPIRES: 2010/12/01
FROM/BY: MCAP FINANCIAL CORPORATION
TO: BY AGENT: C. PAPPAS, Q.C.
CONSIDERATION: NOTES:

3710628 WPG ACCEPTED POSTPONEMENT OF RIGHTS REG'D: 2008/12/02
FROM/BY: MICHAEL SHAWN CARRY (CAVEAT 3403622)
TO: MCAP FINANCIAL CORP.(M 3703217, C 3703218, PPSN 3703219
CONSIDERATION: NOTES:

3904305 WPG ACCEPTED MORTGAGE REG'D: 2010/03/23
FROM/BY: THE LEGEND (WINNIPEG) DEVELOPMENTS LTD.
TO: 602065B MANITOBA LTD.
CONSIDERATION: \$2,173,059.11 NOTES:

COMPLETION DATE..... 2010/07/20

CLIENT FILE... NA
PRODUCED BY... M:DERKSEN

ACTIVE TITLE CHARGE(S):

3939913 WPG ACCEPTED	BUILDERS LIEN	REG'D: 2010/06/14
FROM/BY:	KITCHEN CRAFT OF CANADA	
TO:	AGAINST: THE LEGEND (WINNIPEG) DEVELOPMENTS LTD.	
CONSIDERATION:	\$115,543.11	NOTES:

ADDRESS(ES) FOR SERVICE:

EFFECT	NAME AND ADDRESS	POSTAL CODE
ACTIVE	THE LEGEND (WINNIPEG) DEV. LTD 1870-6TH AVENUE S.W. MEDICINE HAT, AB	T1A 7X5
ACTIVE	THE LEGEND (WINNIPEG) DEV. LTD 2500 - 360 MAIN ST. WINNIPEG, MB.	R3C 4H6

ORIGINATING INSTRUMENT(S):

REGISTRATION NUMBER	TYPE	REG. DATE	CONSIDERATION	SWORN VALUE
3951581 WPG	CDEC	2010/07/09	\$0.00	\$0.00
PRESENTED BY: PITBLADO				
FROM: THE LEGEND (WINNIPEG) DEVELOPMENTS LTD.				
TO:				

FROM TITLE NUMBER(S):

2177179 WPG PART

LAND INDEX:

UNIT	CONDOMINIUM PLAN
5	50237

NOTE:

ACCEPTED THIS 9TH DAY OF JULY, 2010
BY D.WILKEN FOR THE DISTRICT REGISTRAR OF
THE LAND TITLES DISTRICT OF WINNIPEG.

CERTIFIED TRUE EXTRACT PRODUCED FROM THE LAND TITLES DATA
STORAGE SYSTEM ON 2011/01/27 OF TITLE NUMBER 2462841.

***** END OF STATUS OF TITLE 2462841 WPG *****

COMPLETION DATE..... 2010/01/20

CLIENT FILE... NA
PRODUCED BY... M.DERKSEN

LEGAL DESCRIPTION:

THE LEGEND (WINNIPEG) DEVELOPMENTS LTD.

IS REGISTERED OWNER SUBJECT TO SUCH ENTRIES RECORDED HEREON IN THE FOLLOWING DESCRIBED LAND:

UNIT 8 CONDOMINIUM PLAN 50237 WLTO TOGETHER WITH AN UNDIVIDED 2.08 % INTEREST IN THE COMMON ELEMENTS AS APPURTENANT THERETO SUBJECT TO ALL ENTRIES SET OUT ON THE TITLE OF WINNIPEG CONDOMINIUM CORPORATION NO. 665

ACTIVE TITLE CHARGE(S):

223700 WPG ACCEPTED CAVEAT REG'D: 1972/10/10
FROM/BY: MANITOBA TELEPHONE SYSTEM
TO:
CONSIDERATION: NOTES:

3389072 WPG ACCEPTED CAVEAT REG'D: 2006/12/07
DESCRIPTION: DEVELOPMENT AGREEMENT
FROM/BY: THE CITY OF WINNIPEG
TO: WILLIAM R. STOVEL AS AGENT
CONSIDERATION: NOTES:

3389073 WPG ACCEPTED EASEMENT DECLARATION REG'D: 2006/12/07
FROM/BY: THE LEGEND (WINNIPEG) DEVELOPMENTS LTD.
TO:
CONSIDERATION: NOTES:

3403622 WPG ACCEPTED CAVEAT REG'D: 2007/01/19
DESCRIPTION: EQUITABLE MORTGAGE
FROM/BY: MICHAEL SHAWN CARRY
TO: ROBERT B. GIESBRECHT AS AGENT
CONSIDERATION: NOTES:

CHARGES AFFECTING THIS INSTRUMENT:

3710628 WPG ACCEPTED POSTPONEMENT OF RIGHTS
NOTES: 3703217,3703218,3703219

CERTIFIED TRUE EXTRACT PRODUCED FROM THE LAND TITLES DATA STORAGE SYSTEM ON 2011/01/27 OF TITLE NUMBER 2462846

COMPLETION DATE..... 2010/07/20

CLIENT FILE... NA
PRODUCED BY... M.DERKSEN

ACTIVE TITLE CHARGE(S):

3473170	WPG ACCEPTED DESCRIPTION: FROM/BY: TO: CONSIDERATION:	CAVEAT EASEMENT AGREEMENT MB HYDRO-ELECTRIC BOARD, MTS ALLSTREAM INC., ETAL	REG'D: 2007/06/29	NOTES:
3515704	WPG ACCEPTED DESCRIPTION: FROM/BY: TO: CONSIDERATION:	CAVEAT EASEMENT THE CITY OF WINNIPEG WOLFGANG TIEGS AS AGENT	REG'D: 2007/09/24	NOTES: SERVIENT
3703217	WPG ACCEPTED FROM/BY: TO: CONSIDERATION:	MORTGAGE THE LEGEND (WINNIPEG) DEVELOPMENTS LTD. MCAP FINANCIAL CORPORATION \$10,950,000.00	REG'D: 2008/11/13	NOTES:
3703218	WPG ACCEPTED DESCRIPTION: FROM/BY: TO: CONSIDERATION:	CAVEAT ASSIGNMENT OF LEASES AND RENTS MCAP FINANCIAL CORPORATION BY AGENT: C. PAPPAS	REG'D: 2008/11/13	NOTES:
3703219	WPG ACCEPTED DESCRIPTION: FROM/BY: TO: CONSIDERATION:	PERSONAL PROPERTY SECURITY NOTICE EXPIRES: 2010/12/01 MCAP FINANCIAL CORPORATION BY AGENT: C. PAPPAS, Q.C.	REG'D: 2008/11/13	NOTES:
3710628	WPG ACCEPTED FROM/BY: TO: CONSIDERATION:	POSTPONEMENT OF RIGHTS MICHAEL SHAWN CARRY (CAVEAT 3403622) MCAP FINANCIAL CORP.(M 3703217, C 3703218, PPSN 3703219	REG'D: 2008/12/02	NOTES:
3904305	WPG ACCEPTED FROM/BY: TO: CONSIDERATION:	MORTGAGE THE LEGEND (WINNIPEG) DEVELOPMENTS LTD. 6020658 MANITOBA LTD. \$2,173,059.11	REG'D: 2010/03/23	NOTES:

CERTIFIED TRUE EXTRACT PRODUCED FROM THE LAND TITLES DATA
STORAGE SYSTEM ON 2011/01/27 OF TITLE NUMBER 2462845

COMPLETION DATE..... 2010/07/20

CLIENT FILE... NA
PRODUCED BY... M.DERKSEN

ACTIVE TITLE CHARGE(S):

3939913 WPG ACCEPTED	BUILDERS LIEN	REG'D: 2010/06/14
FROM/BY:	KITCHEN CRAFT OF CANADA	
TO:	AGAINST: THE LEGEND (WINNIPEG) DEVELOPMENTS LTD.	
CONSIDERATION:	\$115,543.11	NOTES:

ADDRESS(ES) FOR SERVICE:

EFFECT	NAME AND ADDRESS	POSTAL CODE
ACTIVE	THE LEGEND (WINNIPEG) DEV. LTD 1870-6TH AVENUE S.W. MEDICINE HAT, AB	T1A 7X5
ACTIVE	THE LEGEND (WINNIPEG) DEV. LTD 2500 - 360 MAIN ST. WINNIPEG, MB.	R3C 4H6

ORIGINATING INSTRUMENT(S):

REGISTRATION NUMBER	TYPE	REG. DATE	CONSIDERATION	SWORN VALUE
3951581 WPG	CDEC	2010/07/09	\$0.00	\$0.00
PRESENTED BY: PITBLADO				
FROM: THE LEGEND (WINNIPEG) DEVELOPMENTS LTD.				
TO:				

FROM TITLE NUMBER(S):

2177179 WPG PART

LAND INDEX:

UNIT CONDOMINIUM PLAN

8 50237

NOTE:

ACCEPTED THIS 9TH DAY OF JULY, 2010
BY D.WILKEN FOR THE DISTRICT REGISTRAR OF
THE LAND TITLES DISTRICT OF WINNIPEG.

CERTIFIED TRUE EXTRACT PRODUCED FROM THE LAND TITLES DATA
STORAGE SYSTEM ON 2011/01/27 OF TITLE NUMBER 2462845.

COMPLETION DATE..... 2010/07/20

CLIENT FILE... NA
PRODUCED BY... M.DERKSEN

LEGAL DESCRIPTION:

THE LEGEND (WINNIPEG) DEVELOPMENTS LTD.

IS REGISTERED OWNER SUBJECT TO SUCH ENTRIES RECORDED HEREON IN THE FOLLOWING DESCRIBED LAND:

UNIT 9 CONDOMINIUM PLAN 50237 WLTO TOGETHER WITH AN UNDIVIDED 1.36 % INTEREST IN THE COMMON ELEMENTS AS APPURTENANT THERETO SUBJECT TO ALL ENTRIES SET OUT ON THE TITLE OF WINNIPEG CONDOMINIUM CORPORATION NO. 665

ACTIVE TITLE CHARGE(S):

223700 WPG ACCEPTED FROM/BY: TO: CONSIDERATION:	CAVEAT MANITOBA TELEPHONE SYSTEM	REG'D: 1972/10/10
		NOTES:

3389072 WPG ACCEPTED DESCRIPTION: FROM/BY: TO: CONSIDERATION:	CAVEAT DEVELOPMENT AGREEMENT THE CITY OF WINNIPEG WILLIAM R. STOVEL AS AGENT	REG'D: 2006/12/07
		NOTES:

3389073 WPG ACCEPTED FROM/BY: TO: CONSIDERATION:	EASEMENT DECLARATION THE LEGEND (WINNIPEG) DEVELOPMENTS LTD.	REG'D: 2006/12/07
		NOTES:

3403622 WPG ACCEPTED DESCRIPTION: FROM/BY: TO: CONSIDERATION:	CAVEAT EQUITABLE MORTGAGE MICHAEL SHAWN CARRY ROBERT B. GIESBRECHT AS AGENT	REG'D: 2007/01/19
		NOTES:

CHARGES AFFECTING THIS INSTRUMENT:

3710628 WPG ACCEPTED POSTPONEMENT OF RIGHTS

NOTES: 3703217,3703218,3703219

COMPLETION DATE..... 2010/01/20

CLIENT FILE... NA
PRODUCED BY... H.DERKSEN

ACTIVE TITLE CHARGE(S):

3473170	WPG ACCEPTED DESCRIPTION: FROM/BY: TO: CONSIDERATION:	CAVEAT EASEMENT AGREEMENT MB HYDRO-ELECTRIC BOARD, MTS ALLSTREAM INC., ETAL	REG'D: 2007/06/29
		NOTES:	
3515704	WPG ACCEPTED DESCRIPTION: FROM/BY: TO: CONSIDERATION:	CAVEAT EASEMENT THE CITY OF WINNIPEG WOLFGANG TIEGS AS AGENT	REG'D: 2007/09/24
		NOTES: SERVIENT	
3703217	WPG ACCEPTED FROM/BY: TO: CONSIDERATION:	MORTGAGE THE LEGEND (WINNIPEG) DEVELOPMENTS LTD. MCAP FINANCIAL CORPORATION \$10,950,000.00	REG'D: 2008/11/13
		NOTES:	
3703218	WPG ACCEPTED DESCRIPTION: FROM/BY: TO: CONSIDERATION:	CAVEAT ASSIGNMENT OF LEASES AND RENTS MCAP FINANCIAL CORPORATION BY AGENT: C. PAPPAS	REG'D: 2008/11/13
		NOTES:	
3703219	WPG ACCEPTED DESCRIPTION: FROM/BY: TO: CONSIDERATION:	PERSONAL PROPERTY SECURITY NOTICE EXPIRES: 2010/12/01 MCAP FINANCIAL CORPORATION BY AGENT: C. PAPPAS, Q.C.	REG'D: 2008/11/13
		NOTES:	
3710628	WPG ACCEPTED FROM/BY: TO: CONSIDERATION:	POSTPONEMENT OF RIGHTS MICHAEL SHAWN CARRY (CAVEAT 3403622) MCAP FINANCIAL CORP.(M 3703217, C 3703218, PPSN 3703219	REG'D: 2008/12/02
		NOTES:	
3904305	WPG ACCEPTED FROM/BY: TO: CONSIDERATION:	MORTGAGE THE LEGEND (WINNIPEG) DEVELOPMENTS LTD. 6020658 MANITOBA LTD. \$2,173,059.11	REG'D: 2010/03/23
		NOTES:	

CERTIFIED TRUE EXTRACT PRODUCED FROM THE LAND TITLES DATA
STORAGE SYSTEM ON 2011/01/27 OF TITLE NUMBER 2462847

COMPLETION DATE..... 2010/07/20

CLIENT FILE... NA
PRODUCED BY... H.DERKSEN

ACTIVE TITLE CHARGE(S):

3939913 WPG ACCEPTED	BUILDERS LIEN	REG'D: 2010/06/14
FROM/BY:	KITCHEN CRAFT OF CANADA	
TO:	AGAINST: THE LEGEND (WINNIPEG) DEVELOPMENTS LTD.	
CONSIDERATION:	\$115,543.11	NOTES:

ADDRESS(ES) FOR SERVICE:

EFFECT	NAME AND ADDRESS	POSTAL CODE
ACTIVE	THE LEGEND (WINNIPEG) DEV. LTD 1870-6TH AVENUE S.W. MEDICINE HAT, AB	T1A 7X5
ACTIVE	THE LEGEND (WINNIPEG) DEV. LTD 2500 - 360 MAIN ST. WINNIPEG, MB.	R3C 4H6

ORIGINATING INSTRUMENT(S):

REGISTRATION NUMBER	TYPE	REG. DATE	CONSIDERATION	SWORN VALUE
3951581 WPG	CDEC	2010/07/09	\$0.00	\$0.00
PRESENTED BY: PITBLADO				
FROM: THE LEGEND (WINNIPEG) DEVELOPMENTS LTD.				
TO:				

FROM TITLE NUMBER(S):

2177179 WPG PART

LAND INDEX:

UNIT CONDOMINIUM PLAN

9 50237

NOTE:

ACCEPTED THIS 9TH DAY OF JULY, 2010
BY D.WILKEN FOR THE DISTRICT REGISTRAR OF
THE LAND TITLES DISTRICT OF WINNIPEG.

CERTIFIED TRUE EXTRACT PRODUCED FROM THE LAND TITLES DATA
STORAGE SYSTEM ON 2011/01/27 OF TITLE NUMBER 2462847.

***** END OF STATUS OF TITLE 2462847 WPG *****

COMPLETION DATE..... 2010/01/20

CLIENT FILE... NA
PRODUCED BY... M.DERKSEN

LEGAL DESCRIPTION:

THE LEGEND (WINNIPEG) DEVELOPMENTS LTD.

IS REGISTERED OWNER SUBJECT TO SUCH ENTRIES RECORDED HEREON IN THE FOLLOWING DESCRIBED LAND:

UNIT 12 CONDOMINIUM PLAN 50237 WLTO TOGETHER WITH AN UNDIVIDED 1.20 % INTEREST IN THE COMMON ELEMENTS AS APPURTENANT THERETO SUBJECT TO ALL ENTRIES SET OUT ON THE TITLE OF WINNIPEG CONDOMINIUM CORPORATION NO. 665

ACTIVE TITLE CHARGE(S):

223700 WPG ACCEPTED FROM/BY: TO: CONSIDERATION:	CAVEAT MANITOBA TELEPHONE SYSTEM	REG'D: 1972/10/10
		NOTES:

3389072 WPG ACCEPTED DESCRIPTION: FROM/BY: TO: CONSIDERATION:	CAVEAT DEVELOPMENT AGREEMENT THE CITY OF WINNIPEG WILLIAM R. STOVEL AS AGENT	REG'D: 2006/12/07
		NOTES:

3389073 WPG ACCEPTED FROM/BY: TO: CONSIDERATION:	EASEMENT DECLARATION THE LEGEND (WINNIPEG) DEVELOPMENTS LTD.	REG'D: 2006/12/07
		NOTES:

3403622 WPG ACCEPTED DESCRIPTION: FROM/BY: TO: CONSIDERATION:	CAVEAT EQUITABLE MORTGAGE MICHAEL SHAWN CARRY ROBERT B. GIESBRECHT AS AGENT	REG'D: 2007/01/19
		NOTES:

CHARGES AFFECTING THIS INSTRUMENT:

3710628 WPG ACCEPTED POSTPONEMENT OF RIGHTS
NOTES: 3703217,3703218,3703219

REGISTRATION NO.
COMPLETION DATE..... 2010/07/20

CLIENT FILE... NA
PRODUCED BY... N.DERKSEN

ACTIVE TITLE CHARGE(S):

3473170	WPG ACCEPTED DESCRIPTION: FROM/BY: TO: CONSIDERATION:	CAVEAT EASEMENT AGREEMENT MB HYDRO-ELECTRIC BOARD, MTS ALLSTREAM INC., ETAL	REG'D: 2007/06/29 NOTES:
3515704	WPG ACCEPTED DESCRIPTION: FROM/BY: TO: CONSIDERATION:	CAVEAT EASEMENT THE CITY OF WINNIPEG WOLFGANG TIEGS AS AGENT	REG'D: 2007/09/24 NOTES: SERVIENT
3703217	WPG ACCEPTED FROM/BY: TO: CONSIDERATION:	MORTGAGE THE LEGEND (WINNIPEG) DEVELOPMENTS LTD. MCAP FINANCIAL CORPORATION \$10,950,000.00	REG'D: 2008/11/13 NOTES:
3703218	WPG ACCEPTED DESCRIPTION: FROM/BY: TO: CONSIDERATION:	CAVEAT ASSIGNMENT OF LEASES AND RENTS MCAP FINANCIAL CORPORATION BY AGENT: C. PAPPAS	REG'D: 2008/11/13 NOTES:
3703219	WPG ACCEPTED DESCRIPTION: FROM/BY: TO: CONSIDERATION:	PERSONAL PROPERTY SECURITY NOTICE EXPIRES: 2010/12/01 MCAP FINANCIAL CORPORATION BY AGENT: C. PAPPAS, Q.C.	REG'D: 2008/11/13 NOTES:
3710628	WPG ACCEPTED FROM/BY: TO: CONSIDERATION:	POSTPONEMENT OF RIGHTS MICHAEL SHAWN CARRY (CAVEAT 3403622) MCAP FINANCIAL CORP.(M 3703217, C 3703218, PPSH 3703219)	REG'D: 2008/12/02 NOTES:
3904305	WPG ACCEPTED FROM/BY: TO: CONSIDERATION:	MORTGAGE THE LEGEND (WINNIPEG) DEVELOPMENTS LTD. 6020658 MANITOBA LTD. \$2,173,059.11	REG'D: 2010/03/23 NOTES:

CERTIFIED TRUE EXTRACT PRODUCED FROM THE LAND TITLES DATA
STORAGE SYSTEM ON 2011/01/27 OF TITLE NUMBER 2462850

COMPLETION DATE..... 2010/07/20

CLIENT FILE... NA
PRODUCED BY... M.DERKSEN

ACTIVE TITLE CHARGE(S):

3939913 WPG ACCEPTED	BUILDERS LIEN	REG'D: 2010/06/14
FROM/BY:	KITCHEN CRAFT OF CANADA	
TO:	AGAINST: THE LEGEND (WINNIPEG) DEVELOPMENTS LTD.	
CONSIDERATION:	\$115,543.11	NOTES:

ADDRESS(ES) FOR SERVICE:

EFFECT	NAME AND ADDRESS	POSTAL CODE
ACTIVE	THE LEGEND (WINNIPEG) DEV. LTD 1870-6TH AVENUE S.W. MEDICINE HAT, AB	T1A 7X5
ACTIVE	THE LEGEND (WINNIPEG) DEV. LTD 2500 - 360 MAIN ST. WINNIPEG, MB.	R3C 4H6

ORIGINATING INSTRUMENT(S):

REGISTRATION NUMBER	TYPE	REG. DATE	CONSIDERATION	SWORN VALUE
3951581 WPG	CDEC	2010/07/09	\$0.00	\$0.00
PRESENTED BY: PITBLADD				
FROM: THE LEGEND (WINNIPEG) DEVELOPMENTS LTD.				
TO:				

FROM TITLE NUMBER(S):

2177179 WPG PART

LAND INDEX:

UNIT	CONDOMINIUM PLAN
12	50237

NOTE:

ACCEPTED THIS 9TH DAY OF JULY, 2010
BY D.WILKEN FOR THE DISTRICT REGISTRAR OF
THE LAND TITLES DISTRICT OF WINNIPEG.

CERTIFIED TRUE EXTRACT PRODUCED FROM THE LAND TITLES DATA
STORAGE SYSTEM ON 2011/01/27 OF TITLE NUMBER 2462850.

***** END OF STATUS OF TITLE 2462850 WPG *****

COMPLETION DATE..... 2010/01/20

CLIENT FILE... NA
PRODUCED BY... M.DERKSEN

LEGAL DESCRIPTION:

THE LEGEND (WINNIPEG) DEVELOPMENTS LTD.

IS REGISTERED OWNER SUBJECT TO SUCH ENTRIES RECORDED HEREON IN THE FOLLOWING DESCRIBED LAND:

UNIT 13 CONDOMINIUM PLAN 50237 WLTO TOGETHER WITH AN UNDIVIDED 2.08 % INTEREST IN THE COMMON ELEMENTS AS APPURTENANT THERETO SUBJECT TO ALL ENTRIES SET OUT ON THE TITLE OF WINNIPEG CONDOMINIUM CORPORATION NO. 665

ACTIVE TITLE CHARGE(S):

223700 WPG ACCEPTED CAVEAT REG'D: 1972/10/10
FROM/BY: MANITOBA TELEPHONE SYSTEM
TO:
CONSIDERATION: NOTES:

3389072 WPG ACCEPTED CAVEAT REG'D: 2006/12/07
DESCRIPTION: DEVELOPMENT AGREEMENT
FROM/BY: THE CITY OF WINNIPEG
TO: WILLIAM R. STOVEL AS AGENT
CONSIDERATION: NOTES:

3389073 WPG ACCEPTED EASEMENT DECLARATION REG'D: 2006/12/07
FROM/BY: THE LEGEND (WINNIPEG) DEVELOPMENTS LTD.
TO:
CONSIDERATION: NOTES:

3403622 WPG ACCEPTED CAVEAT REG'D: 2007/01/19
DESCRIPTION: EQUITABLE MORTGAGE
FROM/BY: MICHAEL SHAWN CARRY
TO: ROBERT B. GIESBRECHT AS AGENT
CONSIDERATION: NOTES:

CHARGES AFFECTING THIS INSTRUMENT:

3710628 WPG ACCEPTED POSTPONEMENT OF RIGHTS
NOTES: 3703217,3703218,3703219

CERTIFIED TRUE EXTRACT PRODUCED FROM THE LAND TITLES DATA STORAGE SYSTEM ON 2011/01/27 OF TITLE NUMBER 2462851

COMPLETION DATE..... 2010/07/20

CLIENT FILE... NA
PRODUCED BY... H.DERKSEN

ACTIVE TITLE CHARGE(S):

3473170	WPG ACCEPTED DESCRIPTION: FROM/BY: TO: CONSIDERATION:	CAVEAT EASEMENT AGREEMENT MB HYDRO-ELECTRIC BOARD, MTS ALLSTREAM INC., ETAL	REG'D: 2007/06/29	NOTES:
3515704	WPG ACCEPTED DESCRIPTION: FROM/BY: TO: CONSIDERATION:	CAVEAT EASEMENT THE CITY OF WINNIPEG WOLFGANG TIEGS AS AGENT	REG'D: 2007/09/24	NOTES: SERVIENT
3703217	WPG ACCEPTED FROM/BY: TO: CONSIDERATION:	MORTGAGE THE LEGEND (WINNIPEG) DEVELOPMENTS LTD. MCP FINANCIAL CORPORATION \$10,950,000.00	REG'D: 2008/11/13	NOTES:
3703218	WPG ACCEPTED DESCRIPTION: FROM/BY: TO: CONSIDERATION:	CAVEAT ASSIGNMENT OF LEASES AND RENTS MCP FINANCIAL CORPORATION BY AGENT: C. PAPPAS	REG'D: 2008/11/13	NOTES:
3703219	WPG ACCEPTED DESCRIPTION: FROM/BY: TO: CONSIDERATION:	PERSONAL PROPERTY SECURITY NOTICE EXPIRES: 2010/12/01 MCP FINANCIAL CORPORATION BY AGENT: C. PAPPAS, Q.C.	REG'D: 2008/11/13	NOTES:
3710628	WPG ACCEPTED FROM/BY: TO: CONSIDERATION:	POSTPONEMENT OF RIGHTS MICHAEL SHAWN CARRY (CAVEAT 3403622) MCP FINANCIAL CORP.(M 3703217, C 3703218, PPSN 3703219	REG'D: 2008/12/02	NOTES:
3904305	WPG ACCEPTED FROM/BY: TO: CONSIDERATION:	MORTGAGE THE LEGEND (WINNIPEG) DEVELOPMENTS LTD. 6020558 MANITOBA LTD. \$2,173,059.11	REG'D: 2010/03/23	NOTES:

CERTIFIED TRUE EXTRACT PRODUCED FROM THE LAND TITLES DATA
STORAGE SYSTEM ON 2011/01/27 OF TITLE NUMBER 2462851

REGISTRATION DATE.... 2010/07/20
COMPLETION DATE..... 2010/07/20

CLIENT FILE... NA
PRODUCED BY... M.DERKSEN

ACTIVE TITLE CHARGE(S):

3939913 WPG ACCEPTED BUILDERS LIEN REG'D: 2010/06/14
FROM/BY: KITCHEN CRAFT OF CANADA
TO: AGAINST: THE LEGEND (WINNIPEG) DEVELOPMENTS LTD.
CONSIDERATION: \$115,543.11 NOTES:

ADDRESS(ES) FOR SERVICE:

EFFECT	NAME AND ADDRESS	POSTAL CODE
ACTIVE	THE LEGEND (WINNIPEG) DEV. LTD 1870-6TH AVENUE S.W. MEDICINE HAT, AB	T1A 7X5

ACTIVE	THE LEGEND (WINNIPEG) DEV. LTD 2500 - 360 MAIN ST. WINNIPEG, MB.	R3C 4H6
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ORIGINATING INSTRUMENT(S):

REGISTRATION NUMBER	TYPE	REG. DATE	CONSIDERATION	SWORN VALUE
3951581 WPG PRESENTED BY: FROM: TO:	COEC PITBLADO THE LEGEND (WINNIPEG) DEVELOPMENTS LTD.	2010/07/09	\$0.00	\$0.00

FROM TITLE NUMBER(S):

2177179 WPG PART

LAND INDEX:

UNIT	CONDOMINIUM PLAN
13	50237

NOTE:

ACCEPTED THIS 9TH DAY OF JULY, 2010
BY D.WILKEN FOR THE DISTRICT REGISTRAR OF
THE LAND TITLES DISTRICT OF WINNIPEG.

CERTIFIED TRUE EXTRACT PRODUCED FROM THE LAND TITLES DATA
STORAGE SYSTEM ON 2011/01/27 OF TITLE NUMBER 2462851.

***** END OF STATUS OF TITLE 2462851 WPG *****

CLIENT FILE... NA
PRODUCED BY... M.DERKSEN

LEGAL DESCRIPTION:

THE LEGEND (WINNIPEG) DEVELOPMENTS LTD.
IS REGISTERED OWNER SUBJECT TO SUCH ENTRIES RECORDED HEREON IN THE
FOLLOWING DESCRIBED LAND:

UNIT 51 CONDOMINIUM PLAN 50237 WLTO TOGETHER WITH AN UNDIVIDED
1.36 % INTEREST IN THE COMMON ELEMENTS AS APPURTENANT THERETO
SUBJECT TO ALL ENTRIES SET OUT ON THE TITLE OF
WINNIPEG CONDOMINIUM CORPORATION NO. 665

ACTIVE TITLE CHARGE(S):

223700 WPG ACCEPTED
FROM/BY:
TO:
CONSIDERATION: CAVEAT
MANITOBA TELEPHONE SYSTEM
REG'D: 1972/10/10
NOTES:

3389072 WPG ACCEPTED
DESCRIPTION:
FROM/BY:
TO:
CONSIDERATION: CAVEAT
DEVELOPMENT AGREEMENT
THE CITY OF WINNIPEG
WILLIAM R. STOVEL AS AGENT
REG'D: 2006/12/07
NOTES:

3389073 WPG ACCEPTED
FROM/BY:
TO:
CONSIDERATION: EASEMENT DECLARATION
THE LEGEND (WINNIPEG) DEVELOPMENTS LTD.
REG'D: 2006/12/07
NOTES:

3403622 WPG ACCEPTED
DESCRIPTION:
FROM/BY:
TO:
CONSIDERATION: CAVEAT
EQUITABLE MORTGAGE
MICHAEL SHAWN CARRY
ROBERT B. GIESBRECHT AS AGENT
REG'D: 2007/01/19
NOTES:

CHARGES AFFECTING THIS INSTRUMENT:
3710628 WPG ACCEPTED POSTPONEMENT OF RIGHTS
NOTES: 3703217,3703218,3703219

CERTIFIED TRUE EXTRACT PRODUCED FROM THE LAND TITLES DATA
STORAGE SYSTEM ON 2011/01/27 OF TITLE NUMBER 2462899

ACTIVE TITLE CHARGE(S):

3473170 WPG ACCEPTED
DESCRIPTION: CAVEAT REG'D: 2007/06/29
FROM/BY: EASEMENT AGREEMENT
TO: MB HYDRO-ELECTRIC BOARD, MTS ALLSTREAM INC., ETAL
CONSIDERATION: NOTES:

3515704 WPG ACCEPTED
DESCRIPTION: CAVEAT REG'D: 2007/09/24
FROM/BY: EASEMENT
TO: THE CITY OF WINNIPEG
CONSIDERATION: WOLFGANG TIEGS AS AGENT
NOTES: SERVIENT

3703217 WPG ACCEPTED
FROM/BY: MORTGAGE REG'D: 2008/11/13
TO: THE LEGEND (WINNIPEG) DEVELOPMENTS LTD.
CONSIDERATION: MCAP FINANCIAL CORPORATION
\$10,950,000.00 NOTES:

3703218 WPG ACCEPTED
DESCRIPTION: CAVEAT REG'D: 2008/11/13
FROM/BY: ASSIGNMENT OF LEASES AND RENTS
TO: MCAP FINANCIAL CORPORATION
CONSIDERATION: BY AGENT: C. PAPPAS
NOTES:

3703219 WPG ACCEPTED
DESCRIPTION: PERSONAL PROPERTY SECURITY NOTICE REG'D: 2008/11/13
FROM/BY: EXPIRES: 2010/12/01
TO: MCAP FINANCIAL CORPORATION
CONSIDERATION: BY AGENT: C. PAPPAS, Q.C.
NOTES:

3710628 WPG ACCEPTED
FROM/BY: POSTPONEMENT OF RIGHTS REG'D: 2008/12/02
TO: MICHAEL SHAWN CARRY (CAVEAT 3403622)
CONSIDERATION: MCAP FINANCIAL CORP.(M 3703217, C 3703218, PPSN 3703219
NOTES:

3904305 WPG ACCEPTED
FROM/BY: MORTGAGE REG'D: 2010/03/23
TO: THE LEGEND (WINNIPEG) DEVELOPMENTS LTD.
CONSIDERATION: 6020658 MANITOBA LTD.
\$2,173,059.11 NOTES:

COMPLETION DATE..... 2010/07/20

CLIENT FILE... NA
PRODUCED BY... M.DERKSEN

LEGAL DESCRIPTION:

THE LEGEND (WINNIPEG) DEVELOPMENTS LTD.

IS REGISTERED OWNER SUBJECT TO SUCH ENTRIES RECORDED HEREON IN THE FOLLOWING DESCRIBED LAND:

UNIT 22 CONDOMINIUM PLAN 50237 WLTO TOGETHER WITH AN UNDIVIDED 1.36 % INTEREST IN THE COMMON ELEMENTS AS APPURTENANT THERETO SUBJECT TO ALL ENTRIES SET OUT ON THE TITLE OF WINNIPEG CONDOMINIUM CORPORATION NO. 665

ACTIVE TITLE CHARGE(S):

223700 WPG ACCEPTED FROM/BY: TO: CONSIDERATION:	CAVEAT MANITOBA TELEPHONE SYSTEM	REG'D: 1972/10/10
		NOTES:

3389072 WPG ACCEPTED DESCRIPTION: FROM/BY: TO: CONSIDERATION:	CAVEAT DEVELOPMENT AGREEMENT THE CITY OF WINNIPEG WILLIAM R. STOVEL AS AGENT	REG'D: 2006/12/07
		NOTES:

3389073 WPG ACCEPTED FROM/BY: TO: CONSIDERATION:	EASEMENT DECLARATION THE LEGEND (WINNIPEG) DEVELOPMENTS LTD.	REG'D: 2006/12/07
		NOTES:

3403622 WPG ACCEPTED DESCRIPTION: FROM/BY: TO: CONSIDERATION:	CAVEAT EQUITABLE MORTGAGE MICHAEL SHAWN CARRY ROBERT B. GIESBRECHT AS AGENT	REG'D: 2007/01/19
		NOTES:

CHARGES AFFECTING THIS INSTRUMENT:
3710628 WPG ACCEPTED POSTPONEMENT OF RIGHTS
NOTES: 3703217, 3703218, 3703219

CERTIFIED TRUE EXTRACT PRODUCED FROM THE LAND TITLES DATA STORAGE SYSTEM ON 2011/01/27 OF TITLE NUMBER 2462861

ACTIVE TITLE CHARGE(S):

3473170 WPG ACCEPTED
DESCRIPTION: CAVEAT
FROM/BY: EASEMENT AGREEMENT REG'D: 2007/06/29
TO: NB HYDRO-ELECTRIC BOARD, MTS ALLSTREAM INC., ETAL
CONSIDERATION: NOTES:

3515704 WPG ACCEPTED
DESCRIPTION: CAVEAT
FROM/BY: EASEMENT REG'D: 2007/09/24
TO: THE CITY OF WINNIPEG
CONSIDERATION: WOLFGANG TIEGS AS AGENT
NOTES: SERVIENT

3703217 WPG ACCEPTED
FROM/BY: MORTGAGE
TO: THE LEGEND (WINNIPEG) DEVELOPMENTS LTD. REG'D: 2008/11/13
CONSIDERATION: MCAP FINANCIAL CORPORATION
\$10,950,000.00 NOTES:

3703218 WPG ACCEPTED
DESCRIPTION: CAVEAT
FROM/BY: ASSIGNMENT OF LEASES AND RENTS REG'D: 2008/11/13
TO: MCAP FINANCIAL CORPORATION
CONSIDERATION: BY AGENT: C. PAPPAS
NOTES:

3703219 WPG ACCEPTED
DESCRIPTION: PERSONAL PROPERTY SECURITY NOTICE REG'D: 2008/11/13
FROM/BY: EXPIRES: 2010/12/01
TO: MCAP FINANCIAL CORPORATION
CONSIDERATION: BY AGENT: C. PAPPAS, Q.C.
NOTES:

3710628 WPG ACCEPTED
FROM/BY: POSTPONEMENT OF RIGHTS REG'D: 2008/12/02
TO: MICHAEL SHAWN CARRY (CAVEAT 3403622)
CONSIDERATION: MCAP FINANCIAL CORP. (M 3703217, C 3703218, PPSN 3703219)
NOTES:

3904305 WPG ACCEPTED
FROM/BY: MORTGAGE
TO: THE LEGEND (WINNIPEG) DEVELOPMENTS LTD. REG'D: 2010/03/23
CONSIDERATION: 6020658 MANITOBA LTD.
\$2,173,059.11 NOTES:

COMPLETION DATE..... 2010/07/20

CLIENT FILE... NA
PRODUCED BY... M.DERKSEN

ACTIVE TITLE CHARGE(S):

3939913 WPG ACCEPTED	BUILDERS LIEN	REG'D: 2010/06/14
FROM/BY:	KITCHEN CRAFT OF CANADA	
TO:	AGAINST: THE LEGEND (WINNIPEG) DEVELOPMENTS LTD.	
CONSIDERATION:	\$115,543.11	NOTES:

ADDRESS(ES) FOR SERVICE:

EFFECT	NAME AND ADDRESS	POSTAL CODE
ACTIVE	THE LEGEND (WINNIPEG) DEV. LTD 1870-6TH AVENUE S.W. MEDICINE HAT, AB	T1A 7X5
ACTIVE	THE LEGEND (WINNIPEG) DEV. LTD 2500 - 360 MAIN ST. WINNIPEG, MB.	R3C 4H6

ORIGINATING INSTRUMENT(S):

REGISTRATION NUMBER	TYPE	REG. DATE	CONSIDERATION	SWORN VALUE
3951581 WPG	CDEC	2010/07/09	\$0.00	\$0.00
PRESENTED BY:	PITBLADO			
FROM:	THE LEGEND (WINNIPEG) DEVELOPMENTS LTD.			
TO:				

FROM TITLE NUMBER(S):

2177179 WPG PART

LAND INDEX:

UNIT	CONDOMINIUM PLAN
22	50237

NOTE:

ACCEPTED THIS 9TH DAY OF JULY, 2010
BY D.WILKEN FOR THE DISTRICT REGISTRAR OF
THE LAND TITLES DISTRICT OF WINNIPEG.

CERTIFIED TRUE EXTRACT PRODUCED FROM THE LAND TITLES DATA
STORAGE SYSTEM ON 2011/01/27 OF TITLE NUMBER 2462861.

COMPLETION DATE..... 2010/07/20

CLIENT FILE... NA
PRODUCED BY... N.DERKSEN

LEGAL DESCRIPTION:

THE LEGEND (WINNIPEG) DEVELOPMENTS LTD.

IS REGISTERED OWNER SUBJECT TO SUCH ENTRIES RECORDED HEREON IN THE FOLLOWING DESCRIBED LAND:

UNIT 29 CONDOMINIUM PLAN 50237 WLTO TOGETHER WITH AN UNDIVIDED 2.25 % INTEREST IN THE COMMON ELEMENTS AS APPURTENANT THERETO SUBJECT TO ALL ENTRIES SET OUT ON THE TITLE OF WINNIPEG CONDOMINIUM CORPORATION NO. 665

ACTIVE TITLE CHARGE(S):

223700 WPG ACCEPTED FROM/BY: TO: CONSIDERATION:	CAVEAT MANITOBA TELEPHONE SYSTEM	REG'D: 1972/10/10
		NOTES:

3389072 WPG ACCEPTED DESCRIPTION: FROM/BY: TO: CONSIDERATION:	CAVEAT DEVELOPMENT AGREEMENT THE CITY OF WINNIPEG WILLIAM R. STOVEL AS AGENT	REG'D: 2006/12/07
		NOTES:

3389073 WPG ACCEPTED FROM/BY: TO: CONSIDERATION:	EASEMENT DECLARATION THE LEGEND (WINNIPEG) DEVELOPMENTS LTD.	REG'D: 2006/12/07
		NOTES:

3403622 WPG ACCEPTED DESCRIPTION: FROM/BY: TO: CONSIDERATION:	CAVEAT EQUITABLE MORTGAGE MICHAEL SHAWN CARRY ROBERT B. GIESBRECHT AS AGENT	REG'D: 2007/01/19
		NOTES:

CHARGES AFFECTING THIS INSTRUMENT:

3710628 WPG ACCEPTED POSTPONEMENT OF RIGHTS
NOTES: 3703217, 3703218, 3703219

CERTIFIED TRUE EXTRACT PRODUCED FROM THE LAND TITLES DATA STORAGE SYSTEM ON 2011/01/27 OF TITLE NUMBER 2462868

ACTIVE TITLE CHARGE(S):

3473170 WPG ACCEPTED
DESCRIPTION: CAVEAT
FROM/BY: EASEMENT AGREEMENT REG'D: 2007/06/29
TO: MB HYDRO-ELECTRIC BOARD, MTS ALLSTREAM INC., ETAL
CONSIDERATION: NOTES:

3515704 WPG ACCEPTED
DESCRIPTION: CAVEAT
FROM/BY: EASEMENT REG'D: 2007/09/24
TO: THE CITY OF WINNIPEG
CONSIDERATION: WOLFGANG TIEGS AS AGENT
NOTES: SERVIENT

3703217 WPG ACCEPTED
FROM/BY: MORTGAGE
TO: THE LEGEND (WINNIPEG) DEVELOPMENTS LTD. REG'D: 2008/11/13
CONSIDERATION: MCAP FINANCIAL CORPORATION
\$10,950,000.00 NOTES:

3703218 WPG ACCEPTED
DESCRIPTION: CAVEAT
FROM/BY: ASSIGNMENT OF LEASES AND RENTS REG'D: 2008/11/13
TO: MCAP FINANCIAL CORPORATION
CONSIDERATION: BY AGENT: C. PAPPAS
NOTES:

3703219 WPG ACCEPTED
DESCRIPTION: PERSONAL PROPERTY SECURITY NOTICE REG'D: 2008/11/13
FROM/BY: EXPIRES: 2010/12/01
TO: MCAP FINANCIAL CORPORATION
CONSIDERATION: BY AGENT: C. PAPPAS, Q.C.
NOTES:

3710628 WPG ACCEPTED
FROM/BY: POSTPONEMENT OF RIGHTS REG'D: 2008/12/02
TO: MICHAEL SHAWN CARRY (CAVEAT 3403622)
CONSIDERATION: MCAP FINANCIAL CORP.(M 3703217, C 3703218, PPSN 3703219
NOTES:

3904305 WPG ACCEPTED
FROM/BY: MORTGAGE
TO: THE LEGEND (WINNIPEG) DEVELOPMENTS LTD. REG'D: 2010/03/23
CONSIDERATION: 6020658 MANITOBA LTD.
\$2,173,059.11 NOTES:

COMPLETION DATE..... 2010/07/20

CLIENT FILE... NA
PRODUCED BY... M.DERKSEN

ACTIVE TITLE CHARGE(S):

3939913 WPG ACCEPTED FROM/BY: TO: CONSIDERATION:	BUILDERS LIEN KITCHEN CRAFT OF CANADA AGAINST: THE LEGEND (WINNIPEG) DEVELOPMENTS LTD. \$115,543.11	REG'D: 2010/06/14 NOTES:
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ADDRESS(ES) FOR SERVICE:

EFFECT	NAME AND ADDRESS	POSTAL CODE
ACTIVE	THE LEGEND (WINNIPEG) DEV. LTD 1870-6TH AVENUE S.W. MEDICINE HAT, AB	T1A 7X5
ACTIVE	THE LEGEND (WINNIPEG) DEV. LTD 2500 - 360 MAIN ST. WINNIPEG, MB.	R3C 4H6

ORIGINATING INSTRUMENT(S):

REGISTRATION NUMBER	TYPE	REG. DATE	CONSIDERATION	SWORN VALUE
3951581 WPG	CDEC	2010/07/09	\$0.00	\$0.00
PRESENTED BY: PITBLADO				
FROM: THE LEGEND (WINNIPEG) DEVELOPMENTS LTD.				
TO:				

FROM TITLE NUMBER(S):

2177179 WPG PART

LAND INDEX:

UNIT CONDOMINIUM PLAN

29 50237

NOTE:

ACCEPTED THIS 9TH DAY OF JULY, 2010
BY D.WILKEN FOR THE DISTRICT REGISTRAR OF
THE LAND TITLES DISTRICT OF WINNIPEG.

CERTIFIED TRUE EXTRACT PRODUCED FROM THE LAND TITLES DATA
STORAGE SYSTEM ON 2011/01/27 OF TITLE NUMBER 2462868.

***** END OF STATUS OF TITLE 2462868 WPG *****

COMPLETION DATE..... 2010/07/20

CLIENT FILE... NA
PRODUCED BY... M.DERKSEN

LEGAL DESCRIPTION:

THE LEGEND (WINNIPEG) DEVELOPMENTS LTD.

IS REGISTERED OWNER SUBJECT TO SUCH ENTRIES RECORDED HEREON IN THE FOLLOWING DESCRIBED LAND:

UNIT 36 CONDOMINIUM PLAN 50237 WLTO TOGETHER WITH AN UNDIVIDED 1.36 % INTEREST IN THE COMMON ELEMENTS AS APPURTENANT THERETO SUBJECT TO ALL ENTRIES SET OUT ON THE TITLE OF WINNIPEG CONDOMINIUM CORPORATION NO. 665

ACTIVE TITLE CHARGE(S):

223700 WPG ACCEPTED CAVEAT REG'D: 1972/10/10
FROM/BY: MANITOBA TELEPHONE SYSTEM
TO:
CONSIDERATION: NOTES:

3389072 WPG ACCEPTED CAVEAT REG'D: 2006/12/07
DESCRIPTION: DEVELOPMENT AGREEMENT
FROM/BY: THE CITY OF WINNIPEG
TO: WILLIAM R. STOVEL AS AGENT
CONSIDERATION: NOTES:

3389073 WPG ACCEPTED EASEMENT DECLARATION REG'D: 2006/12/07
FROM/BY: THE LEGEND (WINNIPEG) DEVELOPMENTS LTD.
TO:
CONSIDERATION: NOTES:

3403622 WPG ACCEPTED CAVEAT REG'D: 2007/01/19
DESCRIPTION: EQUITABLE MORTGAGE
FROM/BY: MICHAEL SHAWN CARRY
TO: ROBERT B. GIESBRECHT AS AGENT
CONSIDERATION: NOTES:

CHARGES AFFECTING THIS INSTRUMENT:

3710628 WPG ACCEPTED POSTPONEMENT OF RIGHTS
NOTES: 3703217, 3703218, 3703219

CERTIFIED TRUE EXTRACT PRODUCED FROM THE LAND TITLES DATA STORAGE SYSTEM ON 2011/01/27 OF TITLE NUMBER 2462877

ACTIVE TITLE CHARGE(S):

3473170 WPG ACCEPTED
DESCRIPTION: CAVEAT
FROM/BY: EASEMENT AGREEMENT
TO: MB HYDRO-ELECTRIC BOARD, MTS ALLSTREAM INC., ETAL
CONSIDERATION: REG'D: 2007/06/29
NOTES:

3515704 WPG ACCEPTED
DESCRIPTION: CAVEAT
FROM/BY: EASEMENT
TO: THE CITY OF WINNIPEG
CONSIDERATION: WOLFGANG TIEGS AS AGENT
REG'D: 2007/09/24
NOTES: SERVIENT

3703217 WPG ACCEPTED
FROM/BY: MORTGAGE
TO: THE LEGEND (WINNIPEG) DEVELOPMENTS LTD.
CONSIDERATION: NCAP FINANCIAL CORPORATION
\$10,950,000.00
REG'D: 2008/11/13
NOTES:

3703218 WPG ACCEPTED
DESCRIPTION: CAVEAT
FROM/BY: ASSIGNMENT OF LEASES AND RENTS
TO: NCAP FINANCIAL CORPORATION
CONSIDERATION: BY AGENT: C. PAPPAS
REG'D: 2008/11/13
NOTES:

3703219 WPG ACCEPTED
DESCRIPTION: PERSONAL PROPERTY SECURITY NOTICE
FROM/BY: EXPIRES: 2010/12/01
TO: NCAP FINANCIAL CORPORATION
CONSIDERATION: BY AGENT: C. PAPPAS, Q.C.
REG'D: 2008/11/13
NOTES:

3710628 WPG ACCEPTED
FROM/BY: POSTPONEMENT OF RIGHTS
TO: MICHAEL SHAWN GARRY (CAVEAT 3403622)
CONSIDERATION: NCAP FINANCIAL CORP. (M 3703217, C 3703218, PPSN 3703219)
REG'D: 2008/12/02
NOTES:

3904305 WPG ACCEPTED
FROM/BY: MORTGAGE
TO: THE LEGEND (WINNIPEG) DEVELOPMENTS LTD.
CONSIDERATION: 6020658 MANITOBA LTD.
\$2,173,059.11
REG'D: 2010/03/23
NOTES:

COMPLETION DATE..... 2010/07/20

CLIENT FILE... NA
PRODUCED BY... M.DERKSEN

ACTIVE TITLE CHARGE(S):

3939913 WPG ACCEPTED FROM/BY: TO: CONSIDERATION:	BUILDERS LIEN KITCHEN CRAFT OF CANADA AGAINST: THE LEGEND (WINNIPEG) DEVELOPMENTS LTD. \$115,543.11	REG'D: 2010/06/14 NOTES:
---	--	-----------------------------

ADDRESS(ES) FOR SERVICE:

EFFECT	NAME AND ADDRESS	POSTAL CODE
ACTIVE	THE LEGEND (WINNIPEG) DEV. LTD 1870-6TH AVENUE S.W. MEDICINE HAT, AB	T1A 7X5
ACTIVE	THE LEGEND (WINNIPEG) DEV. LTD 2500 - 360 MAIN ST. WINNIPEG, MB.	R3C 4H6

ORIGINATING INSTRUMENT(S):

REGISTRATION NUMBER	TYPE	REG. DATE	CONSIDERATION	SWORN VALUE
3951581 WPG	CDEC	2010/07/09	\$0.00	\$0.00
PRESENTED BY: PITBLADO FROM: THE LEGEND (WINNIPEG) DEVELOPMENTS LTD. TO:				

FROM TITLE NUMBER(S):

2177179 WPG PART

LAND INDEX:

UNIT	CONDOMINIUM PLAN
36	50237

NOTE:

ACCEPTED THIS 9TH DAY OF JULY, 2010
BY D.WILKEN FOR THE DISTRICT REGISTRAR OF
THE LAND TITLES DISTRICT OF WINNIPEG.

CERTIFIED TRUE EXTRACT PRODUCED FROM THE LAND TITLES DATA
STORAGE SYSTEM ON 2011/01/27 OF TITLE NUMBER 2462877.

CLIENT FILE... NA
PRODUCED BY... M.DERKSEN

LEGAL DESCRIPTION:

THE LEGEND (WINNIPEG) DEVELOPMENTS LTD.

IS REGISTERED OWNER SUBJECT TO SUCH ENTRIES RECORDED HEREON IN THE FOLLOWING DESCRIBED LAND:

UNIT 38 CONDOMINIUM PLAN 50237 WLTO TOGETHER WITH AN UNDIVIDED 2.01 % INTEREST IN THE COMMON ELEMENTS AS APPURTENANT THERETO SUBJECT TO ALL ENTRIES SET OUT ON THE TITLE OF WINNIPEG CONDOMINIUM CORPORATION NO. 665

ACTIVE TITLE CHARGE(S):

223700 WPG ACCEPTED
FROM/BY: CAVEAT
TO: MANITOBA TELEPHONE SYSTEM
CONSIDERATION: REG'D: 1972/10/10
NOTES:

3389072 WPG ACCEPTED
DESCRIPTION: CAVEAT
FROM/BY: DEVELOPMENT AGREEMENT
TO: THE CITY OF WINNIPEG
CONSIDERATION: WILLIAM R. STOVEL AS AGENT
REG'D: 2006/12/07
NOTES:

3389073 WPG ACCEPTED
FROM/BY: EASEMENT DECLARATION
TO: THE LEGEND (WINNIPEG) DEVELOPMENTS LTD.
CONSIDERATION: REG'D: 2006/12/07
NOTES:

3403622 WPG ACCEPTED
DESCRIPTION: CAVEAT
FROM/BY: EQUITABLE MORTGAGE
TO: MICHAEL SHAWN CARRY
CONSIDERATION: ROBERT B. GIESBRECHT AS AGENT
REG'D: 2007/01/19
NOTES:

CHARGES AFFECTING THIS INSTRUMENT:

3710628 WPG ACCEPTED POSTPONEMENT OF RIGHTS
NOTES: 3703217,3703218,3703219

CERTIFIED TRUE EXTRACT PRODUCED FROM THE LAND TITLES DATA
STORAGE SYSTEM ON 2011/01/27 OF TITLE NUMBER 2462881

ACTIVE TITLE CHARGE(S):

3473170 WPG ACCEPTED CAVEAT REG'D: 2007/06/29
DESCRIPTION: EASEMENT AGREEMENT
FROM/BY: MB HYDRO-ELECTRIC BOARD, MTS ALLSTREAM INC., ETAL
TO:
CONSIDERATION: NOTES:

3515704 WPG ACCEPTED CAVEAT REG'D: 2007/09/24
DESCRIPTION: EASEMENT
FROM/BY: THE CITY OF WINNIPEG
TO: WOLFGANG TIEGS AS AGENT
CONSIDERATION: NOTES: SERVIENT

3703217 WPG ACCEPTED MORTGAGE REG'D: 2008/11/13
FROM/BY: THE LEGEND (WINNIPEG) DEVELOPMENTS LTD.
TO: MCAP FINANCIAL CORPORATION
CONSIDERATION: \$10,950,000.00 NOTES:

3703218 WPG ACCEPTED CAVEAT REG'D: 2008/11/13
DESCRIPTION: ASSIGNMENT OF LEASES AND RENTS
FROM/BY: MCAP FINANCIAL CORPORATION
TO: BY AGENT: C. PAPPAS
CONSIDERATION: NOTES:

3703219 WPG ACCEPTED PERSONAL PROPERTY SECURITY NOTICE REG'D: 2008/11/13
DESCRIPTION: EXPIRES: 2010/12/01
FROM/BY: MCAP FINANCIAL CORPORATION
TO: BY AGENT: C. PAPPAS, Q.C.
CONSIDERATION: NOTES:

3710628 WPG ACCEPTED POSTPONEMENT OF RIGHTS REG'D: 2008/12/02
FROM/BY: MICHAEL SHAWN CARRY (CAVEAT 3403622)
TO: MCAP FINANCIAL CORP.(M 3703217, C 3703218, PPSN 3703219
CONSIDERATION: NOTES:

3904306 WPG ACCEPTED MORTGAGE REG'D: 2010/03/23
FROM/BY: THE LEGEND (WINNIPEG) DEVELOPMENTS LTD.
TO: 6020658 MANITOBA LTD.
CONSIDERATION: \$2,173,059.11 NOTES:

CLIENT FILE... NA
PRODUCED BY... H.DERKSEN

ACTIVE TITLE CHARGE(S):

3939913 WPG ACCEPTED BUILDERS LIEN REG'D: 2010/06/14
FROM/BY: KITCHEN CRAFT OF CANADA
TO: AGAINST: THE LEGEND (WINNIPEG) DEVELOPMENTS LTD.
CONSIDERATION: \$115,543.11 NOTES:

ADDRESS(ES) FOR SERVICE:

EFFECT	NAME AND ADDRESS	POSTAL CODE
ACTIVE	THE LEGEND (WINNIPEG) DEV. LTD 1870-6TH AVENUE S.W. MEDICINE HAT, AB	T1A 7X5
ACTIVE	THE LEGEND (WINNIPEG) DEV. LTD 2500 - 360 MAIN ST. WINNIPEG, MB.	R3C 4H6

ORIGINATING INSTRUMENT(S):

REGISTRATION NUMBER	TYPE	REG. DATE	CONSIDERATION	SWORN VALUE
3951581 WPG PRESENTED BY: FROM: TO:	CDEC PITBLADO THE LEGEND (WINNIPEG) DEVELOPMENTS LTD.	2010/07/09	\$0.00	\$0.00

FROM TITLE NUMBER(S):

2177179 WPG PART

LAND INDEX:

UNIT CONDOMINIUM PLAN

38 50237

NOTE:

ACCEPTED THIS 9TH DAY OF JULY, 2010
BY D.WILKEN FOR THE DISTRICT REGISTRAR OF
THE LAND TITLES DISTRICT OF WINNIPEG.

CERTIFIED TRUE EXTRACT PRODUCED FROM THE LAND TITLES DATA
STORAGE SYSTEM ON 2011/01/27 OF TITLE NUMBER 2462881.

***** END OF STATUS OF TITLE 2462881 WPG *****

COMPLETION DATE..... 2010/07/20

CLIENT FILE... NA
PRODUCED BY... M.DERKSEN

LEGAL DESCRIPTION:

THE LEGEND (WINNIPEG) DEVELOPMENTS LTD.

IS REGISTERED OWNER SUBJECT TO SUCH ENTRIES RECORDED HEREON, IN THE FOLLOWING DESCRIBED LAND:

UNIT 44 CONDOMINIUM PLAN 50237 WLTO TOGETHER WITH AN UNDIVIDED 2.25 % INTEREST IN THE COMMON ELEMENTS AS APPURTENANT THERETO SUBJECT TO ALL ENTRIES SET OUT ON THE TITLE OF WINNIPEG CONDOMINIUM CORPORATION NO. 665

ACTIVE TITLE CHARGE(S):

223700 WPG ACCEPTED CAVEAT REG'D: 1972/10/10
FROM/BY: MANITOBA TELEPHONE SYSTEM
TO: NOTES:
CONSIDERATION:

3389072 WPG ACCEPTED CAVEAT REG'D: 2006/12/07
DESCRIPTION: DEVELOPMENT AGREEMENT
FROM/BY: THE CITY OF WINNIPEG
TO: WILLIAM R. STOVEL AS AGENT
CONSIDERATION: NOTES:

3389073 WPG ACCEPTED EASEMENT DECLARATION REG'D: 2006/12/07
FROM/BY: THE LEGEND (WINNIPEG) DEVELOPMENTS LTD.
TO: NOTES:
CONSIDERATION:

3403622 WPG ACCEPTED CAVEAT REG'D: 2007/01/19
DESCRIPTION: EQUITABLE MORTGAGE
FROM/BY: MICHAEL SHAWN CARRY
TO: ROBERT B. GIESBRECHT AS AGENT
CONSIDERATION: NOTES:

CHARGES AFFECTING THIS INSTRUMENT:
3710628 WPG ACCEPTED POSTPONEMENT OF RIGHTS
NOTES: 3703217,3703218,3703219

CERTIFIED TRUE EXTRACT PRODUCED FROM THE LAND TITLES DATA STORAGE SYSTEM ON 2011/01/27 OF TITLE NUMBER 2462888

ACTIVE TITLE CHARGE(S):

3473170 WPG ACCEPTED CAVEAT REG'D: 2007/06/29
DESCRIPTION: EASEMENT AGREEMENT
FROM/BY: MB HYDRO-ELECTRIC BOARD, MTS ALLSTREAM INC., ETAL
TO:
CONSIDERATION: NOTES:

3515704 WPG ACCEPTED CAVEAT REG'D: 2007/09/24
DESCRIPTION: EASEMENT
FROM/BY: THE CITY OF WINNIPEG
TO: WOLFGANG TIEGS AS AGENT
CONSIDERATION: NOTES: SERVIENT

3703217 WPG ACCEPTED MORTGAGE REG'D: 2008/11/13
FROM/BY: THE LEGEND (WINNIPEG) DEVELOPMENTS LTD.
TO: NCAP FINANCIAL CORPORATION
CONSIDERATION: \$10,950,000.00 NOTES:

3703218 WPG ACCEPTED CAVEAT REG'D: 2008/11/13
DESCRIPTION: ASSIGNMENT OF LEASES AND RENTS
FROM/BY: MCAP FINANCIAL CORPORATION
TO: BY AGENT: C. PAPPAS
CONSIDERATION: NOTES:

3703219 WPG ACCEPTED PERSONAL PROPERTY SECURITY NOTICE REG'D: 2008/11/13
DESCRIPTION: EXPIRES: 2010/12/01
FROM/BY: NCAP FINANCIAL CORPORATION
TO: BY AGENT: C. PAPPAS, Q.C.
CONSIDERATION: NOTES:

3710628 WPG ACCEPTED POSTPONEMENT OF RIGHTS REG'D: 2008/12/02
FROM/BY: MICHAEL SHAWN CARRY (CAVEAT 3403622)
TO: NCAP FINANCIAL CORP.(M 3703217, C 3703218, PPSN 3703219
CONSIDERATION: NOTES:

3904305 WPG ACCEPTED MORTGAGE REG'D: 2010/03/23
FROM/BY: THE LEGEND (WINNIPEG) DEVELOPMENTS LTD.
TO: 6020658 MANITOBA LTD.
CONSIDERATION: \$2,173,059.11 NOTES:

CUMPLETION DATE..... 2010/07/20

CLIENT FILE... NA
PRODUCED BY... M.DERKSEN

ACTIVE TITLE CHARGE(S):

3939913 WPG ACCEPTED FROM/BY: TO: CONSIDERATION:	BUILDERS LIEN KITCHEN CRAFT OF CANADA AGAINST: THE LEGEND (WINNIPEG) DEVELOPMENTS LTD. \$115,543.11	REG'D: 2010/06/14 NOTES:
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ADDRESS(ES) FOR SERVICE:

EFFECT	NAME AND ADDRESS	POSTAL CODE
ACTIVE	THE LEGEND (WINNIPEG) DEV. LTD 1870-6TH AVENUE S.W. MEDICINE HAT, AB	T1A 7X5
ACTIVE	THE LEGEND (WINNIPEG) DEV. LTD 2500 - 360 MAIN ST. WINNIPEG, MB.	R3C 4H6

ORIGINATING INSTRUMENT(S):

REGISTRATION NUMBER	TYPE	REG. DATE	CONSIDERATION	SWORN VALUE
3951581 WPG PRESENTED BY: FROM: TO:	CDEC PITBLADO THE LEGEND (WINNIPEG) DEVELOPMENTS LTD.	2010/07/09	\$0.00	\$0.00

FROM TITLE NUMBER(S):

2177179 WPG PART

LAND INDEX:

UNIT	CONDOMINIUM PLAN
44	50237

NOTE:

ACCEPTED THIS 9TH DAY OF JULY, 2010
BY D.WILKEN FOR THE DISTRICT REGISTRAR OF
THE LAND TITLES DISTRICT OF WINNIPEG.

CERTIFIED TRUE EXTRACT PRODUCED FROM THE LAND TITLES DATA
STORAGE SYSTEM ON 2011/01/27 OF TITLE NUMBER 2462888.

***** END OF STATUS OF TITLE 2462888 WPG *****

LEGAL DESCRIPTION:

THE LEGEND (WINNIPEG) DEVELOPMENTS LTD.
IS REGISTERED OWNER SUBJECT TO SUCH ENTRIES RECORDED HEREON IN THE
FOLLOWING DESCRIBED LAND:

UNIT 51 CONDOMINIUM PLAN 50237 WLTO TOGETHER WITH AN UNDIVIDED
1.36 % INTEREST IN THE COMMON ELEMENTS AS APPURTENANT THERETO
SUBJECT TO ALL ENTRIES SET OUT ON THE TITLE OF
WINNIPEG CONDOMINIUM CORPORATION NO. 665

ACTIVE TITLE CHARGE(S):

223700 WPG ACCEPTED CAVEAT REG'D: 1972/10/10
FROM/BY: MANITOBA TELEPHONE SYSTEM
TO:
CONSIDERATION: NOTES:

3389072 WPG ACCEPTED CAVEAT REG'D: 2006/12/07
DESCRIPTION: DEVELOPMENT AGREEMENT
FROM/BY: THE CITY OF WINNIPEG
TO: WILLIAM R. STOVEL AS AGENT
CONSIDERATION: NOTES:

3389073 WPG ACCEPTED EASEMENT DECLARATION REG'D: 2006/12/07
FROM/BY: THE LEGEND (WINNIPEG) DEVELOPMENTS LTD.
TO:
CONSIDERATION: NOTES:

3403622 WPG ACCEPTED CAVEAT REG'D: 2007/01/19
DESCRIPTION: EQUITABLE MORTGAGE
FROM/BY: MICHAEL SHAWN CARRY
TO: ROBERT B. GIESBRECHT AS AGENT
CONSIDERATION: NOTES:

CHARGES AFFECTING THIS INSTRUMENT:

3710628 WPG ACCEPTED POSTPONEMENT OF RIGHTS
NOTES: 3703217,3703218,3703219

COMPLETION DATE..... 2010/07/29

CLIENT FILE... NA
PRODUCED BY... M. DERKSEN

ACTIVE TITLE CHARGE(S):

3473170	WPG ACCEPTED DESCRIPTION: FROM/BY: TO: CONSIDERATION:	CAVEAT EASEMENT AGREEMENT MB HYDRO-ELECTRIC BOARD, MTS ALLSTREAM INC., ETAL	REG'D: 2007/06/29
		NOTES:	
3515704	WPG ACCEPTED DESCRIPTION: FROM/BY: TO: CONSIDERATION:	CAVEAT EASEMENT THE CITY OF WINNIPEG WOLFGANG TIEGS AS AGENT	REG'D: 2007/09/24
		NOTES: SERVIENT	
3703217	WPG ACCEPTED FROM/BY: TO: CONSIDERATION:	MORTGAGE THE LEGEND (WINNIPEG) DEVELOPMENTS LTD. MCAP FINANCIAL CORPORATION \$10,950,000.00	REG'D: 2008/11/13
		NOTES:	
3703218	WPG ACCEPTED DESCRIPTION: FROM/BY: TO: CONSIDERATION:	CAVEAT ASSIGNMENT OF LEASES AND RENTS MCAP FINANCIAL CORPORATION BY AGENT: C. PAPPAS	REG'D: 2008/11/13
		NOTES:	
3703219	WPG ACCEPTED DESCRIPTION: FROM/BY: TO: CONSIDERATION:	PERSONAL PROPERTY SECURITY NOTICE EXPIRES: 2010/12/01 MCAP FINANCIAL CORPORATION BY AGENT: C. PAPPAS, Q.C.	REG'D: 2008/11/13
		NOTES:	
3710628	WPG ACCEPTED FROM/BY: TO: CONSIDERATION:	POSTPONEMENT OF RIGHTS MICHAEL SHAWN CARRY (CAVEAT 3403622) MCAP FINANCIAL CORP.(M 3703217, C 3703218, PPSN 3703219	REG'D: 2008/12/02
		NOTES:	
3904305	WPG ACCEPTED FROM/BY: TO: CONSIDERATION:	MORTGAGE THE LEGEND (WINNIPEG) DEVELOPMENTS LTD. 6020658 MANITOBA LTD. \$2,173,059.11	REG'D: 2010/03/23
		NOTES:	

CERTIFIED TRUE EXTRACT PRODUCED FROM THE LAND TITLES DATA
STORAGE SYSTEM ON 2011/01/27 OF TITLE NUMBER 2462899

CLIENT FILE... NA
PRODUCED BY... M. DERKSEN

ACTIVE TITLE CHARGE(S):

3939913 WPG ACCEPTED BUILDERS LIEN REG'D: 2010/06/14
FROM/BY: KITCHEN CRAFT OF CANADA
TO: AGAINST: THE LEGEND (WINNIPEG) DEVELOPMENTS LTD.
CONSIDERATION: \$115,543.11 NOTES:

ADDRESS(ES) FOR SERVICE:

EFFECT	NAME AND ADDRESS	POSTAL CODE
ACTIVE	THE LEGEND (WINNIPEG) DEV. LTD 1870-6TH AVENUE S.W. MEDICINE HAT, AB	T1A 7X5
ACTIVE	THE LEGEND (WINNIPEG) DEV. LTD 2500 - 360 MAIN ST. WINNIPEG, MB.	R3C 4H6

ORIGINATING INSTRUMENT(S):

REGISTRATION NUMBER	TYPE	REG. DATE	CONSIDERATION	SWORN VALUE
3951581 WPG PRESENTED BY: FROM: TO:	CDEC PITBLADO THE LEGEND (WINNIPEG) DEVELOPMENTS LTD.	2010/07/09	\$0.00	\$0.00

FROM TITLE NUMBER(S):

2177179 WPG PART

LAND INDEX:

UNIT CONDOMINIUM PLAN

51 50237

NOTE:

ACCEPTED THIS 9TH DAY OF JULY, 2010
BY D. WILKEN FOR THE DISTRICT REGISTRAR OF
THE LAND TITLES DISTRICT OF WINNIPEG.

CERTIFIED TRUE EXTRACT PRODUCED FROM THE LAND TITLES DATA
STORAGE SYSTEM ON 2011/01/27 OF TITLE NUMBER 2462899.

***** END OF STATUS OF TITLE 2462899 WPG *****

CLIENT FILE... HA
PRODUCED BY... M.DERKSEN

LEGAL DESCRIPTION:

THE LEGEND (WINNIPEG) DEVELOPMENTS LTD.

IS REGISTERED OWNER SUBJECT TO SUCH ENTRIES RECORDED HEREON IN THE FOLLOWING DESCRIBED LAND:

UNIT 54 CONDOMINIUM PLAN 50237 WLTO TOGETHER WITH AN UNDIVIDED 1.59 % INTEREST IN THE COMMON ELEMENTS AS APPURTENANT THERETO SUBJECT TO ALL ENTRIES SET OUT ON THE TITLE OF WINNIPEG CONDOMINIUM CORPORATION NO. 665

ACTIVE TITLE CHARGE(S):

223700 WPG ACCEPTED CAVEAT REG'D: 1972/10/10
FROM/BY: MANITOBA TELEPHONE SYSTEM
TO:
CONSIDERATION: NOTES:

3389072 WPG ACCEPTED CAVEAT REG'D: 2006/12/07
DESCRIPTION: DEVELOPMENT AGREEMENT
FROM/BY: THE CITY OF WINNIPEG
TO: WILLIAM R. STOVEL AS AGENT
CONSIDERATION: NOTES:

3389073 WPG ACCEPTED EASEMENT DECLARATION REG'D: 2006/12/07
FROM/BY: THE LEGEND (WINNIPEG) DEVELOPMENTS LTD.
TO:
CONSIDERATION: NOTES:

3403622 WPG ACCEPTED CAVEAT REG'D: 2007/01/19
DESCRIPTION: EQUITABLE MORTGAGE
FROM/BY: MICHAEL SHAWN CARRY
TO: ROBERT B. GIESBRECHT AS AGENT
CONSIDERATION: NOTES:

CHARGES AFFECTING THIS INSTRUMENT:

3710628 WPG ACCEPTED POSTPONEMENT OF RIGHTS
NOTES: 3703217,3703218,3703219

CERTIFIED TRUE EXTRACT PRODUCED FROM THE LAND TITLES DATA STORAGE SYSTEM ON 2011/01/27 OF TITLE NUMBER 2462903

ACTIVE TITLE CHARGE(S):

3473170 WPG ACCEPTED CAVEAT REG'D: 2007/06/29
DESCRIPTION: EASEMENT AGREEMENT
FROM/BY: MB HYDRO-ELECTRIC BOARD, MTS ALLSTREAM INC., ETAL
TO:
CONSIDERATION: NOTES:

3515704 WPG ACCEPTED CAVEAT REG'D: 2007/09/24
DESCRIPTION: EASEMENT
FROM/BY: THE CITY OF WINNIPEG
TO: WOLFGANG TIEGS AS AGENT
CONSIDERATION: NOTES: SERVIENT

3703217 WPG ACCEPTED MORTGAGE REG'D: 2008/11/13
FROM/BY: THE LEGEND (WINNIPEG) DEVELOPMENTS LTD.
TO: MCAP FINANCIAL CORPORATION
CONSIDERATION: \$10,950,000.00 NOTES:

3703218 WPG ACCEPTED CAVEAT REG'D: 2008/11/13
DESCRIPTION: ASSIGNMENT OF LEASES AND RENTS
FROM/BY: MCAP FINANCIAL CORPORATION
TO: BY AGENT: C. PAPPAS
CONSIDERATION: NOTES:

3703219 WPG ACCEPTED PERSONAL PROPERTY SECURITY NOTICE REG'D: 2008/11/13
DESCRIPTION: EXPIRES: 2010/12/01
FROM/BY: MCAP FINANCIAL CORPORATION
TO: BY AGENT: C. PAPPAS, Q.C.
CONSIDERATION: NOTES:

3710628 WPG ACCEPTED POSTPONEMENT OF RIGHTS REG'D: 2008/12/02
FROM/BY: MICHAEL SHAWN CARRY (CAVEAT 3403622)
TO: MCAP FINANCIAL CORP.(M 3703217, C 3703218, PPSN 3703219
CONSIDERATION: NOTES:

3904305 WPG ACCEPTED MORTGAGE REG'D: 2010/03/23
FROM/BY: THE LEGEND (WINNIPEG) DEVELOPMENTS LTD.
TO: 6020658 MANITOBA LTD.
CONSIDERATION: \$2,173,059.11 NOTES:

COMPLETION DATE..... 2010/07/20

CLIENT FILE... NA
PRODUCED BY... M.DERKSEN

ACTIVE TITLE CHARGE(S):

3939913	WPG ACCEPTED	BUILDERS LIEN	REG'D: 2010/06/14
	FROM/BY:	KITCHEN CRAFT OF CANADA	
	TO:	AGAINST: THE LEGEND (WINNIPEG) DEVELOPMENTS LTD.	
	CONSIDERATION:	\$115,543.11	NOTES:

ADDRESS(ES) FOR SERVICE:

EFFECT	NAME AND ADDRESS	POSTAL CODE
ACTIVE	THE LEGEND (WINNIPEG) DEV. LTD 1870-6TH AVENUE S.W. MEDICINE HAT, AB	T1A 7X5
ACTIVE	THE LEGEND (WINNIPEG) DEV. LTD 2500 - 360 MAIN ST. WINNIPEG, MB.	R3C 4H6

ORIGINATING INSTRUMENT(S):

REGISTRATION NUMBER	TYPE	REG. DATE	CONSIDERATION	SWORN VALUE
3951581	WPG CDEC	2010/07/09	\$0.00	\$0.00
PRESENTED BY: PITBLADO				
FROM: THE LEGEND (WINNIPEG) DEVELOPMENTS LTD.				
TO:				

FROM TITLE NUMBER(S):

2177179 WPG PART

LAND INDEX:

UNIT	CONDOMINIUM PLAN
54	50237

NOTE:

ACCEPTED THIS 9TH DAY OF JULY, 2010.
BY D.WILKEN FOR THE DISTRICT REGISTRAR OF
THE LAND TITLES DISTRICT OF WINNIPEG.

CERTIFIED TRUE EXTRACT PRODUCED FROM THE LAND TITLES DATA
STORAGE SYSTEM ON 2011/01/27 OF TITLE NUMBER 2462903.

***** END OF STATUS OF TITLE 2462903 WPG *****

REGISTERING OFFICE... WINNIPEG
REGISTRATION DATE.... 2006/12/07
COMPLETION DATE..... 2006/12/20

EDMONTON ALTA
T5J0H1

CLIENT FILE... FMC
PRODUCED BY... M.DERKSEN

LEGAL DESCRIPTION:

THE LEGEND (WINNIPEG) DEVELOPMENTS LTD.

IS REGISTERED OWNER SUBJECT TO SUCH ENTRIES RECORDED HEREON, IN THE FOLLOWING DESCRIBED LAND:

LOT 1 PLAN 45674 WLTO
IN RL 140 PARISH OF ST. NORBERT

ACTIVE TITLE CHARGE(S):

223700 WPG ACCEPTED CAVEAT REG'D: 1972/10/10
FROM/BY: MANITOBA TELEPHONE SYSTEM
TO:
CONSIDERATION: NOTES:

3389072 WPG ACCEPTED CAVEAT REG'D: 2006/12/07
DESCRIPTION: DEVELOPMENT AGREEMENT
FROM/BY: THE CITY OF WINNIPEG
TO: WILLIAM R. STOVEL AS AGENT
CONSIDERATION: NOTES:

3389073 WPG ACCEPTED EASEMENT DECLARATION REG'D: 2006/12/07
FROM/BY: THE LEGEND (WINNIPEG) DEVELOPMENTS LTD.
TO:
CONSIDERATION: NOTES:

3403622 WPG ACCEPTED CAVEAT REG'D: 2007/01/19
DESCRIPTION: EQUITABLE MORTGAGE
FROM/BY: MICHAEL SHAWN CARRY
TO: ROBERT B. GIESBRECHT AS AGENT
CONSIDERATION: NOTES:

CHARGES AFFECTING THIS INSTRUMENT:

3710628 WPG ACCEPTED POSTPONEMENT OF RIGHTS
NOTES: 3703217,3703218,3703219

CERTIFIED TRUE EXTRACT PRODUCED FROM THE LAND TITLES DATA
STORAGE SYSTEM ON 2011/01/28 OF TITLE NUMBER 2177174

REGISTRATION DATE.... 2006/12/07
COMPLETION DATE..... 2006/12/20

EDMONTON ALTA
T6J0H1

CLIENT FILE... FMC
PRODUCED BY... M.DERKSEN

ACTIVE TITLE CHARGE(S):

3473170 WPG ACCEPTED CAVEAT REG'D: 2007/06/29
DESCRIPTION: EASEMENT AGREEMENT
FROM/BY: MB HYDRO-ELECTRIC BOARD, MTS ALLSTREAM INC., ETAL
TO:
CONSIDERATION: NOTES:

3515704 WPG ACCEPTED CAVEAT REG'D: 2007/09/24
DESCRIPTION: EASEMENT
FROM/BY: THE CITY OF WINNIPEG
TO: WOLFGANG TIEGS AS AGENT
CONSIDERATION: NOTES: SERVIENT

3703217 WPG ACCEPTED MORTGAGE REG'D: 2008/11/13
FROM/BY: THE LEGEND (WINNIPEG) DEVELOPMENTS LTD.
TO: MCAP FINANCIAL CORPORATION
CONSIDERATION: \$10,950,000.00 NOTES:

3703218 WPG ACCEPTED CAVEAT REG'D: 2008/11/13
DESCRIPTION: ASSIGNMENT OF LEASES AND RENTS
FROM/BY: MCAP FINANCIAL CORPORATION
TO: BY AGENT: C. PAPPAS
CONSIDERATION: NOTES:

3703219 WPG ACCEPTED PERSONAL PROPERTY SECURITY NOTICE REG'D: 2008/11/13
DESCRIPTION: EXPIRES: 2010/12/01
FROM/BY: MCAP FINANCIAL CORPORATION
TO: BY AGENT: C. PAPPAS, Q.C.
CONSIDERATION: NOTES:

3710628 WPG ACCEPTED POSTPONEMENT OF RIGHTS REG'D: 2008/12/02
FROM/BY: MICHAEL SHAWN CARRY (CAVEAT 3403622)
TO: MCAP FINANCIAL CORP.(M 3703217, C 3703218, PPSN 3703219
CONSIDERATION: NOTES:

3904305 WPG ACCEPTED MORTGAGE REG'D: 2010/03/23
FROM/BY: THE LEGEND (WINNIPEG) DEVELOPMENTS LTD.
TO: 6020658 MANITOBA LTD.
CONSIDERATION: \$2,173,059.11 NOTES:

REGISTERING OFFICE... WINNIPEG
REGISTRATION DATE.... 2006/12/07
COMPLETION DATE..... 2006/12/20

EDMONTON AREA
T5J0H1

CLIENT FILE... FMC
PRODUCED BY... M.DERKSEN

ACTIVE TITLE CHARGE(S):

4017508 WPG ACCEPTED FROM/BY: TO: CONSIDERATION:	BUILDERS LIEN BORNHORST MECHANICAL INC. AGAINST: THE LEGEND (WINNIPEG) DEVELOPMENTS LTD. \$188,205.50	REG'D: 2010/12/10 NOTES:
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ADDRESS(ES) FOR SERVICE:

EFFECT	NAME AND ADDRESS	POSTAL CODE
ACTIVE	THE LEGEND (WINNIPEG) DEV. LTD 1870-6TH AVENUE S.W. MEDICINE HAT, AB	T1A 7X5
ACTIVE	THE LEGEND (WINNIPEG) DEV. LTD 2500 - 360 MAIN ST. WINNIPEG, MB.	R3C 4H6

ORIGINATING INSTRUMENT(S):

REGISTRATION NUMBER	TYPE	REG. DATE	CONSIDERATION	SWORN VALUE
3389071 WPG PRESENTED BY: FROM: TO:	TREQ PITBLADO THE LEGEND (WINNIPEG) DEVELOPMENTS LTD.	2006/12/07	\$0.00	\$0.00

FROM TITLE NUMBER(S):

2167613 WPG PART

LAND INDEX:

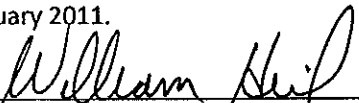
LOT	BLOCK	SURVEY PLAN
1		45674

NOTE:

ACCEPTED THIS 7TH DAY OF DECEMBER, 2006
BY G.PHILLIPS FOR THE DISTRICT REGISTRAR OF
THE LAND TITLES DISTRICT OF WINNIPEG.

CERTIFIED TRUE EXTRACT PRODUCED FROM THE LAND TITLES DATA
STORAGE SYSTEM ON 2011/01/28 OF TITLE NUMBER 2177174.

This is Exhibit "B" referred to in the Affidavit of Tyrone Schneider sworn before me on 28th day of January 2011.



Notary Public in and for the State of Hawaii

WILLIAM HEIL
PRINT NAME AND EXPIRY/LAWYER
/STUDENT-AT-LAW MY COMM EXP: 30 MAY 2012

THIS AGREEMENT made as of this 10 day of January, 2011.

BETWEEN:

THE LEGEND (WINNIPEG) DEVELOPMENTS LTD., a body corporate registered to carry on business in the Province of Alberta (herein called the "Vendor")

OF THE FIRST PART

-and-

6020658 MANITOBA LTD., a body corporate registered to carry on business in the Province of Manitoba (herein called the "Purchaser")

OF THE SECOND PART

WHEREAS:

- A. The Vendor is the owner of the Lands and the Project (as herein defined);
- B. The Purchaser currently holds a mortgage on the thirteen unsold Phase II Units and the Phase III lands owned by the Vendor (the "Lands"), as herein described;
- C. The Purchaser wishes to purchase the Lands, as set out at Schedule "A" to this Agreement, and all assets related to the Project known as "The Legends of Creek Bend" located in Winnipeg, Manitoba from the Vendor;

Therefore the Parties Agree As Follows:

1. Unless otherwise defined herein, all capitalized words and phrases used in this Offer shall have the meaning ascribed to them in paragraph 14 hereof.
2. Subject to the terms and conditions set forth herein, the Purchaser hereby offers to purchase the Project from the Vendor.
3. The consideration to be paid and provided by the Purchaser to the Vendor shall be as follows:
 - (a) an assumption of the amount owed by the Vendor to MCAP at the Effective Time, estimated to be approximately \$650,000.00;
 - (b) an assumption of the obligation to pay to Michael Shawn Carry a discharge fee of \$2,000 for each of the 13 unsold Phase II Units sold following the Effective

Time, and each Phase III Unit sold following the Effective Time, in satisfaction of the Carry Interest;

- (c) an assumption of the obligation to pay the sum of \$8,500 for each unsold Phase II Unit sold following the Effective Time, in respect of the CCAA charges levied pursuant to subparagraph 6(b) of the MCAP Order (it being acknowledged that the funds on hand with the Vendor or the Monitor in respect of such CCAA Charges up to the Effective Time are not purchased hereunder, nor does the Purchaser assume any obligation thereto);
- (d) an assumption of those trade payables for the supply of goods and services to the Project that were provided following the commencement of the Proceedings and remain owing by the Vendor in respect of work done on the Project since the commencement of the Proceedings that are either:
 - i) particularized in Schedule "B" of this Agreement; or
 - ii) arose as a result of the direct or indirect direction, knowledge, or supervision of the Project Manager of the Project, Eugene Heinrichs (for the sake of clarity, it is agreed that Project Manager was supervising all aspects of the Project on the Lands);
- (e) an amount equal to all outstanding condominium fees owing by the Vendor in respect of the Project to the Effective Time;
- (f) an amount equal to all outstanding real estate fees and referral fees owing by the Vendor in respect of the Project to the Effective Time; and
- (g) the sum of \$270,000, to be paid in full on closing to the Vendor.

4. Within one Business Day of the Vendor returning a signed copy of this Offer to the Purchaser, the Purchaser will provide a non-refundable deposit in the amount of \$35,000 (the "Deposit") which Deposit will be held in an interest bearing account by solicitors for the Vendor and such Deposit, and any interest on the Deposit, shall be paid:

- (a) to the Vendor, if the Transaction is not completed subsequent to the meeting or waiving of the Purchaser's Conditions set forth in paragraph 6 of this Agreement as a genuine pre-estimate of damages; and
- (b) to the Purchaser, if the conditions set forth in paragraph 6 of this Agreement are not satisfied or waived within the time required; and
- (c) to the Vendor and credited to the Purchase Consideration on the closing of the Transaction.

Subject to the terms and conditions of this Offer, at the Closing Time the Purchaser shall deliver the Purchase Consideration to the Vendor and the Vendor shall deliver the Project to the Purchaser.

5. The Vendor acknowledges and agrees that:
- (a) Subject to section 11 hereof, the Project is sold on an "as is - where is" basis and there are no representations, warranties or conditions, whether express or implied (by law or by equity), with respect to the Project including without limitation any representation, warranty or condition respecting the environmental condition, presence of hazardous substances or any other environmental matter concerning the Project, the merchantability of the Project, the condition, quality or fitness for any particular purpose or the Project, the conformity of the Project to any description, or any warranty of title with respect to the Project. The Purchaser acknowledges that it has conducted its own independent inspection and investigation of the Project and is satisfied with the Project in all respects.
6. The obligation of the Purchaser to close and complete the Transaction is subject to the fulfillment, within five Business Days for 6 (a), (b) and (c) and ten Business Days for 6(d) following the date of acceptance by the Vendor, of each of the following conditions precedent (The "Purchaser's Conditions"), which are inserted for the sole benefit of the Purchaser and may only be waived by it, in whole or in part, in writing delivered to the Vendor:
- (a) the Purchaser shall have arranged financing for the Transaction on terms acceptable to it;
 - (b) the Purchaser shall be satisfied with its reviews of the information and documents described in section 9 hereof;
 - (c) the Purchaser shall have received an Estoppel Certificate from Michael Shawn Carry confirming that the only obligation remaining owing by the Vendor pursuant to the Carry Interest is payment of the \$2,000 per unsold Unit discharge fee in Phase II, and the \$2,000 per undeveloped Unit discharge fee in Phase III; and
 - (d) the Monitor has its approval of this Agreement, on or before the date which is ten Business Days from the date of acceptance by the Vendor
- 6.1 The obligation of the Vendor and the Purchaser to close and complete the Transaction is subject to the following conditions precedent (the "Mutual Conditions"), which are inserted for their joint benefit and may only be waived by both of them jointly in writing:
- (a) the Approval Order is granted no later than February 1, 2011;
 - (b) the Project is conveyed to the Purchaser free and clear of all right, title, and interest of the Vendor and all Claims by virtue of the Approval Order (subject to the Permitted Encumbrances and the encumbrances expressly preserved in this Agreement pursuant to subsections 3(a) - (f) hereof at the Closing Time; and

- (c) the Proceedings remaining in full force and effect, including the stay of proceedings in favour of the Vendor and the balance of the Applicants in the Proceedings, to at least the Closing Time.
7. The closing of the Transaction shall occur at the offices of the solicitors for the Vendor at the Closing Time, or upon mutually satisfactory trust conditions between the offices of the Vendor's solicitor and the Purchaser's solicitor, and each party shall deliver to the other party or its solicitors such items and documents referred to in this Offer and as may otherwise be required to give full or better effect to the Transaction.
 8. Both the Vendor and the Purchaser acknowledge and agree that any information which is furnished by one party to the other in connection with the Transaction pursuant to section 9 hereof shall be considered as confidential and shall not be communicated to any Person except as is required to be disclosed (i) to directors, officers, representatives, consultants, financial advisors and other parties who need to know and who are assisting either party in respect of the Transaction and who have agreed to keep same confidential, and (ii) as is required to be disclosed by Applicable Law or regulation, which shall include obtaining the Approval Order. Information disclosed by either party hereunder shall not be considered to be confidential if it was at the time of the disclosure generally available to the public (other than as a result of disclosure by a party hereto), was at the time of the disclosure already in the possession of the other party on a lawful basis or was lawfully acquired by a party from a third party under no obligation to keep it secret.
 9. Subject to the preceding paragraph, during the period prior to Closing Time the Vendor shall provide the Purchaser with access to all books, records and files of Vendor relating to the Project in order for the Purchaser and its representatives to review all matters which the Purchaser may consider relevant in relation to any of the transactions contemplated in this Offer.
 10. The Vendor and the Purchaser will each be solely responsible for and bear all of their own respective expenses, including without limitation, expenses of legal counsel, accountants, and other advisers, incurred at any time in connection with pursuing or consummating any business arrangement contemplated herein. The Project shall remain at the Vendor's risk until the Closing Time.
 11. The Vendor represents and warrants only that (i) the Vendor is not a non-resident of Canada within the meaning of the *Income Tax Act*, and (ii) the Vendor has not at any time transferred, assigned or otherwise conveyed all or any part of the Vendor's registered or beneficial interest in and to the Lands and the Project other than to the Purchaser hereunder.
 12. The address for notice of the Vendor is as follows:

The Legend (Winnipeg) Developments Ltd.
1870A 6 Avenue SW
Medicine Hat AB T1A 7X5
Telephone: (403) 548-0896
Attention: Mr. Tyrone Schneider

with a copy to:

Fraser Milner Casgrain LLP
15 Flr-850 2 Street SW
Calgary AB T2P 0R8
Telephone: (403) 268-7097
Attention: Mr. David Mann

The address for notice of the Purchaser is as follows:

6020658 Manitoba Ltd.
c/o 900-400 St. Mary Avenue
Winnipeg, MB R3C 4K5
Attention: Board of Directors

with a copy to:

Taylor McCaffrey LLP
900-400 St. Mary Avenue
Winnipeg, MB R3C 4K5
Attention: T. A. Kurbis

13. With respect to this Offer:

- (a) each of the parties hereto shall at the request and expense of the other party hereto so requesting execute and deliver such further or additional documents and instruments as may reasonably be considered necessary or desirable to properly reflect and carry out the true intent and meaning of this Agreement;
- (b) time shall be of the essence;
- (c) failure by either party hereto to insist in any one or more instances upon the strict performance of any one of the covenants contained herein shall not be construed as a waiver or relinquishment of such covenant - no waiver by any party hereto of any such covenant shall be deemed to have been made unless expressed in writing and signed by the waiving party;
- (d) it may not be amended, modified or terminated except by an instrument in writing signed by the parties hereto;

- (e) it may be executed in counterparts, each of which when so executed shall be deemed to be an original and all counterparts together shall constitute one and the same instrument - a signed counterpart provided by way of facsimile transmission or by e-mail in PDF shall be as binding upon the parties as an originally signed counterpart;
- (f) it contains the entire understanding and agreement between the parties;
- (g) it shall be deemed to have been made and shall be construed in accordance with the laws of the Province of Alberta, and for the purpose of all legal proceedings this Agreement shall be deemed to have been performed in the said Province and the parties hereby attorn to the Court in respect of all matters arising in connection with this Offer.

14. In this Offer, and any schedules and recitals hereto, unless otherwise stated or unless the context otherwise requires, the following terms shall have the following meaning ascribed to them:

- (a) **"Applicable Law"** shall mean, in relation to any Person, transaction or event:
 - (i) all applicable provisions of laws, statutes, rules and regulations from time to time in effect of any governmental/judicial body (including, in particular, legislation related to the discovery, extraction, processing and marketing of hydrocarbons and related by-products), and
 - (ii) all judgments, orders, awards, decrees, official directives, writs and injunctions from time to time in effect of any Governmental/Judicial Body in an action, proceeding or matter in which the Person is a party or by which it or its property is bound or having application to the transaction or event;
- (b) **"Approval Order"** means an order of the Court:
 - (i) approving the Transaction,
 - (ii) conveying title to the Project free and clear of all right, title and interest of the Vendor and all Claims, other than the Permitted Encumbrances and those Claims expressly referenced in subsections 3(a) – (f) herein, and
 - (iii) vacating certain parts of the MCAP Order as may be necessary or advisable to facilitate this transaction and which shall be satisfactory to the parties;

which order shall be in full force and effect, free of any stay or other impediment to execution, is not subject to any application to vary or set aside or to any appeal;

- (c) "**Business Day**" means a day that is not: (i) a Saturday, (ii) a Sunday, or (iii) a day that a Schedule "I" Bank (as defined in the *Bank Act* (Canada)) is required by Applicable Law to be closed in the City of Calgary or the City of Winnipeg;
- (d) "**Canadian Dollars**" or "Cdn. \$" or "\$" shall mean lawful money of Canada;
- (e) "**Carry Interest**" shall mean the right, title, and interest held by Michael Shawn Carry to receive the amount of \$2,000 for every unit sold in Phase II and Phase III of the Project pursuant to an equitable mortgage registered against title to the Lands pursuant to Manitoba Caveat No. 3403622;
- (f) "**Claim**" shall mean any secured, unsecured or trust claim against the Vendor and/or the Project of every nature and kind and howsoever arising, including, without limitation, debts, dues, rights, actions, causes of action, third party claims, rights by way of indemnity, surety or set-off and securities, whether legal, beneficial, equitable, absolute or contingent, liquidated or unliquidated, vested or not vested, due or accruing due, present or future, known or unknown;
- (g) "**Closing Time**" shall mean 10:00 a.m. (Calgary time) on the second Business Day following the date upon which the Approval Order is granted, or such later date as the Vendor and the Purchaser may agree in writing.
- (h) "**Court**" shall mean the Court of Queen's Bench of Alberta presiding in the Proceedings;
- (i) "**Proceedings**" shall mean the proceedings initiated by the Vendor under the *Companies Creditors Arrangement Act*, R.S.C. 1985, c. C-36, in the Court of Queen's Bench of Alberta, action #1001-07852;
- (j) "**Effective Time**" shall mean 12:01 a.m. on the date of the Approval Order;
- (k) "**Lands**" means those lands described in Schedule "A" to this Offer;
- (l) "**Legend**" means The Legend (Winnipeg) Developments Ltd.;
- (m) "**MCAP**" means MCAP Financial Corporation;
- (n) "**MCAP Order**" means the order known as the "(MCAP Charge) Order" granted by the Court in the Proceedings on June 25, 2010;
- (o) "**Monitor**" means the monitor appointed by the Court in the Proceedings, RSM Richter Inc.;
- (p) "**Offer**" means this Offer and, when accepted, the agreement thereby made;
- (q) "**Permitted Encumbrances**" means those encumbrances listed in Schedule "A" attached hereto;

- (r) "Person" shall mean and include an individual, a partnership, a joint venture, a corporation, a trust, a limited liability company, an unincorporated organization and an government or any department or agency thereof;
- (s) "Project" means all of the Vendor's right, title and interest in and to:
 - (i) the Lands,
 - (ii) all unsold condominium units in the Project,
 - (iii) all condominium units in the Project subject to an agreement for sale; provided that all of the purchaser's rights in respect of such sale shall be honoured by the Purchaser,
 - (iv) all holdbacks maintained by Legend, MCAP, or the Monitor in respect of the Project, and
 - (v) all drawings, blue prints, assignable permits, marketing materials, computer files, website domain and other miscellaneous interests in respect of the Lands and the development thereof, including contracts, books, records and other data in the possession of the Vendor;

but does not include any holdbacks maintained in respect of (i) G.S.T. to the Effective Time, (ii) CCAA charges and the Carry Interest maintained pursuant to subparagraph 6(b) and (d) of the MCAP Order to the Effective Time, (iii) adjustments and holdbacks made and withheld as Net Closing Proceeds in the MCAP Order to the Effective Time, (iv) ongoing obligations for the CCAA charges pursuant to subparagraph 6(b) of the MCAP Order;

- (l) "Purchase Consideration" means the cash, assumption and other value delivered by the Purchaser to the Vendor at the Closing Time, all as further described in paragraph 3 hereof;
- (u) "Transaction" means the transaction of purchase and sale and related assignments, assumption, and other arrangement contemplated by this Offer; and
- (v) "Vendor" shall mean The Legend (Winnipeg) Developments I.td. and Medican Developments Ltd.

15. This Offer is open for acceptance until 12:01 p.m., Calgary time, on the 10th day of January, 2011. Acceptance of this offer will be signified by each and every party comprising the Vendor executing and delivering a signed copy of this Agreement to the Purchaser on or before such time.

IN WITNESS WHEREOF the parties hereto have executed this agreement by the signature of their respective proper officers duly authorized for such purpose as of the date first above written.

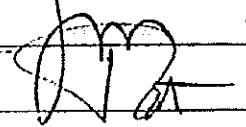
THE LEGEND (WINNIPEG) DEVELOPMENTS LTD.

Per:  _____

Per: _____

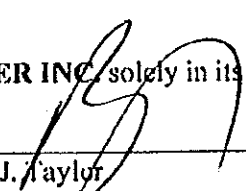
6020658 MANITOBA LTD.

Per:  _____

Per:  _____

This Agreement is, subject to Court approval, approved by the Monitor this 20th day of January, 2011.

RSM RICHTER INC. solely in its capacity as Monitor.

Per:  _____
Robert J. Taylor

SCHEDULE "A"

LANDS

PHASE II

Unit 3 Condominium Plan 50237 WLTO together with an undivided 1.94% interest in the common elements as appurtenant thereto. Subject to all entries set out on the Title of Winnipeg Condominium Corporation No. 665 (suite 122)

Unit 5 Condominium Plan 50237 WLTO together with an undivided 2.06% interest in the common elements as appurtenant thereto. Subject to all entries set out on the Title of Winnipeg Condominium Corporation No. 665 (suite 126)

Unit 8 Condominium Plan 50237 WLTO together with an undivided 2.08% interest in the common elements as appurtenant thereto. Subject to all entries set out on the Title of Winnipeg Condominium Corporation No. 665 (suite 127)

Unit 9 Condominium Plan 50237 WLTO together with an undivided 1.36% interest in the common elements as appurtenant thereto. Subject to all entries set out on the Title of Winnipeg Condominium Corporation No. 665 (suite 125)

Unit 12 Condominium Plan 50237 WLTO together with an undivided 1.20% interest in the common elements as appurtenant thereto. Subject to all entries set out on the Title of Winnipeg Condominium Corporation No. 665 (suite 117)

Unit 13 Condominium Plan 50237 WLTO together with an undivided 2.08% interest in the common elements as appurtenant thereto. Subject to all entries set out on the Title of Winnipeg Condominium Corporation No. 665 (suite 115)

Unit 18 Condominium Plan 50237 WLTO together with an undivided 2.06% interest in the common elements as appurtenant thereto. Subject to all entries set out on the Title of Winnipeg Condominium Corporation No. 665 (suite 226)

Unit 29 Condominium Plan 50237 WLTO together with an undivided 2.25% interest in the common elements as appurtenant thereto. Subject to all entries set out on the Title of Winnipeg Condominium Corporation No. 665 (suite 320)

Unit 36 Condominium Plan 50237 WLTO together with an undivided 1.36% interest in the common elements as appurtenant thereto. Subject to all entries set out on the Title of Winnipeg Condominium Corporation No. 665 (suite 325)

Unit 38 Condominium Plan 50237 WLTO together with an undivided 2.01% interest in the common elements as appurtenant thereto. Subject to all entries set out on the Title of Winnipeg Condominium Corporation No. 665 (suite 321)

Unit 44 Condominium Plan 50237 WLTO together with an undivided 2.25% interest in the common elements as appurtenant thereto. Subject to all entries set out on the Title of Winnipeg Condominium Corporation No. 665 (suite 420)

Unit 51 Condominium Plan 50237 WLTO together with an undivided 1.36% interest in the common elements as appurtenant thereto. Subject to all entries set out on the Title of Winnipeg Condominium Corporation No. 665 (suite 425)

Unit 54 Condominium Plan 50237 WLTO together with an undivided 1.59% interest in the common elements as appurtenant thereto. Subject to all entries set out on the Title of Winnipeg Condominium Corporation No. 665 (suite 419)

PHASE III

Lot 1 Plan 45674 WLTO, in RL 140 Parish of St. Norbert

PERMITTED ENCUMBRANCES

Caveat No.'s 233700 (MTS), 3389072 (City of Winnipeg Development Agreement), 3473170 (Manitoba Hydro/MTS easement), and 3515704 (City of Winnipeg easement); Easement Declaration No. 3389073 (Legend cross-easement); MCAP and Carry registered charges; Mortgage No. 3904305 (Trades Trustee Mortgage).

SCHEDULE B

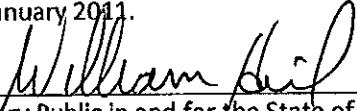
TRADE PAYABLES FORMING PART OF PURCHASE CONSIDERATION

The trade payables to be assumed by the Purchaser comprise all unpaid invoices for goods and services supplied to the Legend project since the commencement of the Proceedings by the following suppliers:


A-Post Aluminum
Allaire Custom Metal
Battlefield
BMH Construction
Bornhorst Mechanical Inc.
Brandon Mark Heinrichs
Branko Demo
Canadian Mechanical Specialty
Durwest Construction Inc.
For Space Sake
Forest Park Electric (1997) Ltd.
Hay Decorating
Holz Constructors Inc.
Imperial Flooring
Ingmar Enterprises Ltd.
King's Septic
Kitchen Craft
Kornerstone Masonry Inc.
Mabe
Manitoba Hydro
Mike's Fiberglass Repair
MTS Allstream
Oakwood Roofing & Sheet Metal Co. Ltd.
Red River Glass
Rose Rivard
S & J Construction Ltd.
Shodor
Shorty's Fencing
Shodor Shower Door Specialties
SMH Trailer rental
Southwest Fire Protection Ltd.
TC Building Materials LP
ThyssenKrupp
Trades Labour Corp
Trans Canada Flooring
Tuscany Construction

Tuscany Drywall
Pembina Valley R E Services Inc.
Vipond
We Do Linez
Windeck Ltd.

This is Exhibit "C" referred to in the Affidavit of
Tyrone Schneider sworn before me on 28th day
of January 2011.



Notary Public in and for the State of Hawaii



PRINT NAME AND EXPIRY/LAWYER

/STUDENT-AT-LAW MY COMM EXP: 30MAY 2012

STATEMENT OF ADJUSTMENTS

The Legend (Winnipeg) Developments Ltd.
Sale to 6020658 Manitoba Ltd.
Units 3, 5, 8, 9, 12, 13, 18, 29, 36, 38, 44, 51, 54; Condo Plan 50237 WLTO
Lot 1, Plan 45674 WLTO
Additional Unit 22; Condo Plan 50237 WLTO
Adjustment/Closing Date: February 1, 2011

	Credit Purchaser	Credit Vendor
Purchase Price		\$3,862,135.35
Deposit Paid	\$35,000.00	
Assumption of Purchaser Mortgage	\$2,173,259.11	
Assumption of MCAP Loan Balance (estimated)		
Balance at Jan 20/11	\$1,418,226.04	
Interest to Feb 1/11 (est)	\$ 3,263.86	
Less payment Jan 27/11	<u>\$ 203,967.28</u>	
Total	\$1,217,522.62	\$1,217,522.62
Assumption of additional amount for holdbacks (if holdbacks advanced prior to closing)	\$140,353.62	
Assumption of Carry Charge (to be paid on Closing of unit sales) (\$2,000 x 14)	\$28,000.00	
Balance of DIP Charge (to be paid on Closing, subject to confirmation of lender approval/advance *) (\$400,000-\$357,000)	\$43,000.00	
Balance of Cash to Close *	\$225,000.00	
	<u>\$3,862,135.35</u>	<u>\$3,862,135.35</u>

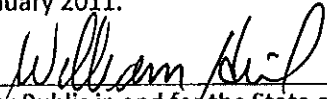
NOTES:

1. * The total cash consideration specified in 3(g) of the Purchase Agreement has been reduced by \$10,000 to \$260,000. Also, the consideration specified in 3(c) in respect of the DIP charge has been agreed to be changed from an assumption of payments due upon closings of Unit sales to a lump sum payment on closing in the amount shown.
2. Purchaser to pay all outstanding property taxes, condo fees and utilities.

3. This statement assumes that only 42 units will have closed by the Closing Date. If Unit 22 closes by the Closing Date, there will be a further adjustment, and if not, Unit 22 will be added to the Schedule "A" lands acquired by the Purchaser pursuant to the Purchase Agreement.
4. The Parties will work diligently to obtain Court Approval by February 2, 2011; provided that the Adjustment Date shall be Feb. 1, 2011 notwithstanding that Court Approval has not been obtained by that date.
5. It is assumed that the Purchaser is or will be a GST registrant.

E & O E

This is Exhibit "D" referred to in the Affidavit of Tyrone Schneider sworn before me on 28th day of January 2011.



Notary Public in and for the State of Hawaii

WILLIAM HEU
PRINT NAME AND EXPIRY/LAWYER
/STUDENT-AT-LAW MY COMM EXP: 30MAY 2012

January 20, 2011

The Legend (Winnipeg) Developments Ltd.
c/o Medican Developments Inc.
1870A 6th Avenue SW
Medicine Hat, AB T1A 7X5

Dear Sirs:

Re: Purchase Agreement (the "Purchase Agreement") dated as of January 10, 2011 among The Legend (Winnipeg) Developments Ltd. (the "Legend") and 6020658 Manitoba Ltd. (the "Purchaser")

WHEREAS:

- A. The Legend and the Purchaser have entered into a Purchase Agreement dated January 10, 2011 wherein the Purchaser has effectively purchased the Legend condominium project from the Legend;
- B. Eugene Hienrichs will act as the General Contractor for the Legend condominium project.

It is hereby agreed that in addition to the covenants and obligations made between the Purchaser and the Legend in the Purchase Agreement, the General Contractor shall complete the warranty work and provide items to complete the project as set out in Schedule "A" of this Letter Agreement at its own expense and shall assume all liability with respect to the items set out in Schedule "A".

For the sake of clarity, it is agreed that this Letter Agreement is intended to form legal obligations between the parties and but for this Letter Agreement the Legend would not have entered into the Purchase Agreement. It is further agreed that the General Contractor shall gain a benefit as a result of the Legend entering into the Purchase Agreement.

This letter adequately reflects the position of the parties set out herein we would ask that you sign where indicated below and return a copy at your earliest convenience.

Yours truly,

Per: 

EUGENE HIENRICH

Acknowledged & agreed as of ^{January 20/11} ~~March~~, 2009

THE LEGEND (WINNIPEG)
DEVELOPMENTS LTD.

Per: 

**SCHEDULE A
LEGENDS AT CREEKBEND
PHASE 2 – Outstanding Construction Items for Inventory**

Introduction: Phase 2 has 13 units in inventory. This document will serve as a reference to the outstanding construction items that need to be completed.

Suite 115

- Paint Touch Ups
- Final Clean



Suite 117

- Final Millwork
- Paint Touch Ups
- Stainless Steel Fridge Door Replace
- Electrical Finish
- Final Clean

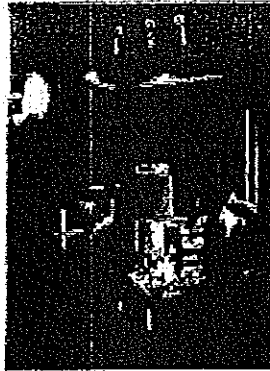


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Suite 122

- Flooring In Utility Room
- Final Millwork
- Cabinet Deficiencies
- Electrical Finish
- Appliances
- Final Clean



Suite 125

- Flooring In Utility Room
- Final Millwork
- Cabinet Deficiencies
- Electrical Finish
- Appliances
- Final Clean

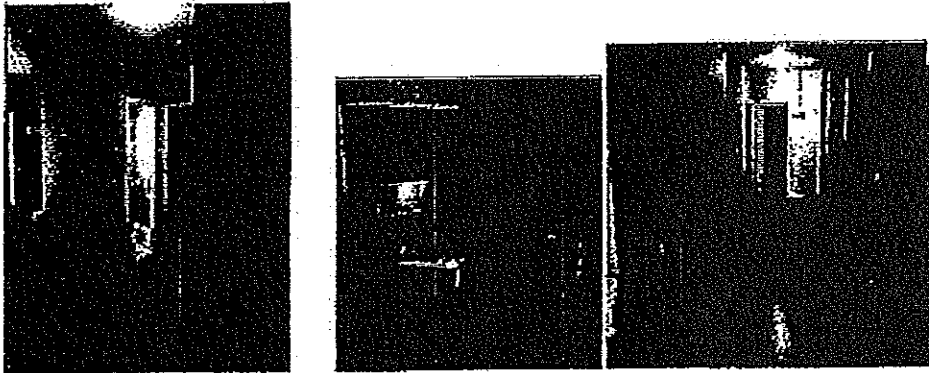


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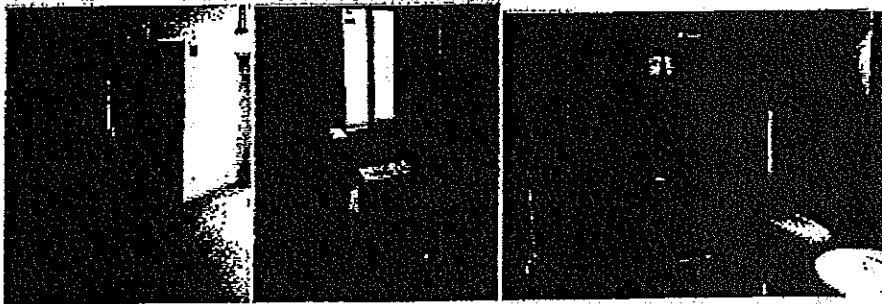
Suite 126

- Final Millwork
- Paint Touch Ups
- Appliances
- Electrical Finish
- Final Clean



Suite 127

- Final Millwork
- Cabinet Deficiencies
- Electrical Finish
- Fridge, Washer, and Dryer
- Final Clean



Suite 226

- Electrical Finish
- Paint Touch Ups
- Final Clean
- Patio Door Hardware

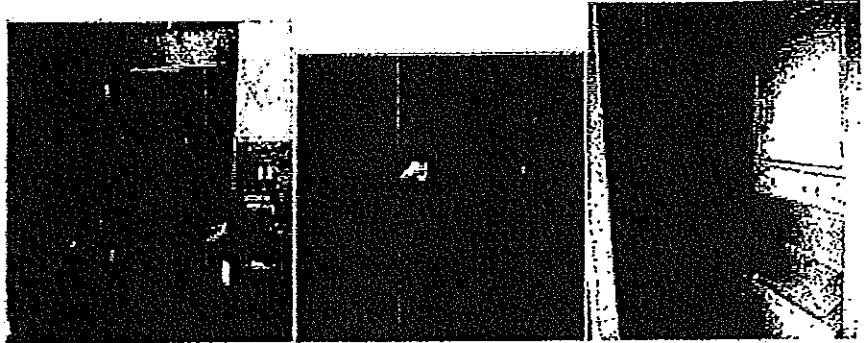


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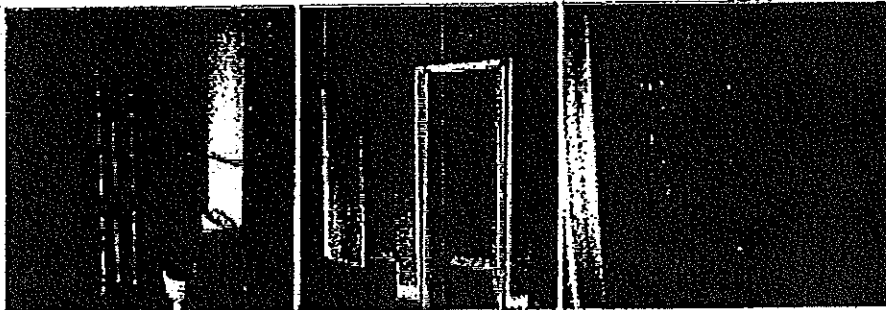
Suite 320

- Fridge, Dishwasher, OTR
- Final Clean
- Door hardware Patio and PTAC Room



Suite 321

- Appliances
- Final Clean
- Door hardware Patio and PTAC Room



Suite 325

- Paint Touch Ups
- Final Clean
- Appliances

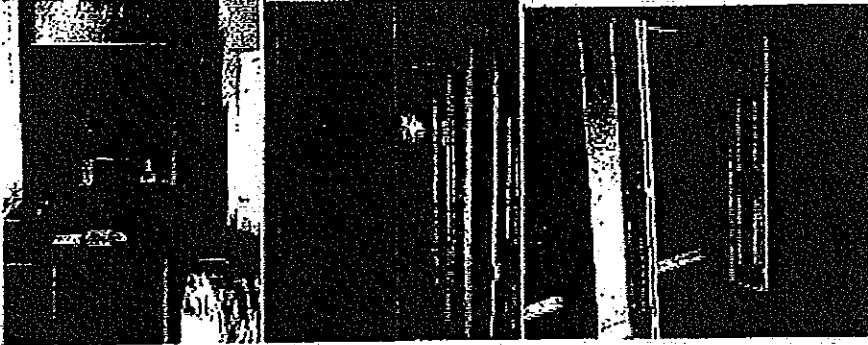


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Suite 418

- Washer, Dryer
- Final Paint
- Final Clean



Suite 420

- Final Millwork
- Paint Touch Ups
- Final Clean
- Appliances



Suite 425

- Cabinet Toe Kicks
- Paint Touch Ups
- Final Clean
- Appliances



List of items:

Underground Parking
Water Leak in Parking Lot
Outside Plugs
Seal off Parkade to save heat

Common Room (as per OTP Disclosure Documents)
Tables, Chairs, Sofas, Appliances
Fitness Room Equipment
Pool Tables
Reading Area Furniture
Library
Card Tables
Sauna
Art Work
Washrooms: partitions, mirrors, millwork final, signage
Carpet trim and base
Fireplace and completion of Millwork

Stairwells Carpeted and Railing Protective Cover
Door Knockers
Is ~~Plaques not same as Phase I~~ will NOT change
Locks on East Doors
Fire Extinguisher
Numbers on Mailboxes
Doors Marked in Parkade
Is Permanent Lockers — these will only be supplied on phase III No Room in Ph
Shut Off Valves Not Marked
Is Waterproof membrane complete on plaza (this can only be completed on phase III)
Keys from Past employees
Furnace room not sealed

