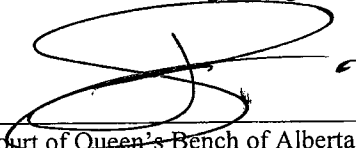
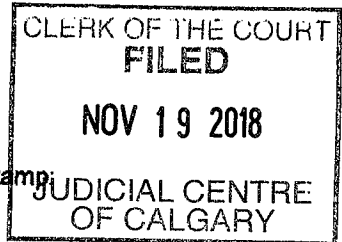


FIAT:

Let this Affidavit of Stephen Stewart sworn November 19, 2018 be filed this 19<sup>th</sup> day of November, 2018 notwithstanding the fact that it is not an original and lacks an original signature of a Notary Public.



Master of the Court of Queen's Bench of Alberta



Clerk's stamp

COURT FILE NUMBER	1701-08644
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
PLAINTIFF	CENTURION MORTGAGE CAPITAL CORPORATION
DEFENDANTS	THE BRIDGES STEPS LIMITED PARTNERSHIP, by its general partner, GIUSTINI BRIDGES INC., GIUSTINI BRIDGES INC., ASSURED DEVELOPMENTS LTD., GIUSTINI DEVELOPMENT CORPORATION, SBG INVESTMENT CORP., 1670749 ALBERTA LTD., 1670759 ALBERTA LTD., CANTERRA CUSTOM HOMES INC., and JORDAN GIUSTINI
DOCUMENT	<u>AFFIDAVIT</u>
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Dentons Canada LLP Bankers Court 15 <sup>th</sup> Floor, 850 - 2 <sup>nd</sup> Street S.W. Calgary, Alberta T2P 0R8

Attention: David W. Mann/Afshan Naveed

Ph. (403) 268-7097/7015 Fx. (403) 268-3100  
File No.: 570945-1

**AFFIDAVIT OF STEPHEN STEWART**

**Sworn on November 19, 2018**

I, STEPHEN STEWART, of the City of Toronto, in the Province of Ontario, MAKE OATH AND SAY THAT:

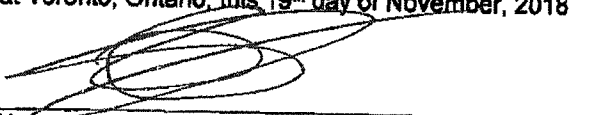
1. I am the Vice-President of Centurion Mortgage Capital Corporation ("Centurion"), the Plaintiff in the within action and, as such, I have knowledge of the matters to which I herein depose. Where that knowledge is based on information or belief, I have stated the source of that information and verily believe it to be true.
2. This Affidavit is supplemental to the ones sworn by me on July 13, 2017 (the "First Stewart Affidavit"), November 14, 2017 (the "Second Stewart Affidavit"), April 10, 2018 (the "Third Stewart Affidavit") and July 4, 2018 (the "Fourth Stewart Affidavit"). Terms not otherwise defined herein shall have the meaning ascribed to them in the First Stewart Affidavit, the Second Stewart Affidavit, Third Stewart Affidavit and the Fourth Stewart Affidavit as the context requires.

3. This Affidavit is sworn in support of the application seeking an Order for the following relief:
- (a) declaring that service of notice of this application and the supporting materials is validated, and an Order abridging the time necessary for service of notice of this application and any supporting materials, if necessary;
  - (b) declaring the Centurion holds a valid and enforceable Mortgage over the Mortgaged Lands and approving and accepting the Offer of Centurion to purchase the Lands at \$11,400,000.00 (the "Purchase Price"), the fair market value contained in the Affidavit of Value and Valuators Report, sworn November 5, 2018 (the "Updated Altus Appraisal");
  - (c) directing that Centurion is not required to pay the Purchase Price into Court but may set off the purchase price against the amount outstanding under the Mortgage;
  - (d) vesting the Mortgaged Lands in the name of Centurion, or it's nominee, free and clear of all encumbrances registered subsequent to the Mortgage;
  - (e) directing the Registrar of the Alberta Land Registration District to cancel the existing title covering the Mortgaged Lands and to issue a new Certificate of Title in the name of Centurion, or its nominee without the necessity of a Certificate of No Appeal notwithstanding the requirements of Section 191(1) of the *Land Titles Act*;
  - (f) extinguishing any and all interest of the Defendants, or anyone claiming through the Defendants, in the Mortgaged Lands;
  - (g) unsealing the Affidavit of Value and Valuator's Report sworn October 5, 2017 (the "Appraisal"), filed November 15, 2017 and thereafter sealed pursuant to the Redemption Order;
  - (h) unsealing Exhibit "F" to the Receiver's First Report, sealed pursuant to the Order of Justice B.E.C Romaine, granted April 24, 2018 (the "Romaine Order");
  - (i) assigning the 81 Purchase Contracts, defined and discussed further below, to Centurion;
  - (j) directing that all funds held in trust by McLeod Law, or by the Court, with respect to the Purchase Contracts be paid to counsel for Centurion;
  - (k) approving the activities of the Receiver as described in the Second and Final Report of the Receiver, dated November 19, 2018 (the "Final Report");
  - (l) approving the Receiver's Final SRD (as defined in the Final Report);

- (m) approving the professional fees and disbursements of the Receiver, as described in the Final Report;
  - (n) discharging the Receiver;
  - (o) directing that service of the Order granted may be effected upon the holders of the Purchase Contracts in accordance with the Service List;
  - (p) in the alternative, if necessary, approving an increase in the Receiver's Borrowing Facility from \$375,000 to \$500,000;
  - (q) such other relief as may be sought by Centurion and granted by this Honourable Court.
4. As of November 1, 2018, the amount of the Indebtedness owing to Centurion, pursuant to the Mortgage is the sum of \$20,913,563.08, plus legal fees on a solicitor and own client basis. Attached and marked as Exhibit "A" is a copy of the payout statement.
  5. The property taxes on the Mortgaged Lands remain outstanding. Attached and marked as Exhibit "B" is a copy of the City of Calgary tax search with respect to the Mortgaged Lands.
  6. Pursuant to the Redemption Order, the Mortgaged Lands have been listed for sale by the Judicial Listing Realtor since January 20, 2018. The Judicial Listing expired on October 21, 2018. A copy of the Judicial Listing Realtors report with respect to the Judicial Listing is attached to the Final Report.
  7. Since the Third Stewart Affidavit, one additional offer to purchase the Mortgaged Lands was received and rejected by Centurion pursuant to the terms of the Redemption Order as it was well below the Indebtedness. Attached and marked as Exhibit "C" is a copy of the offer to purchase dated October 24, 2018.
  8. Attached and marked as Exhibit "D" is a copy of the Certificate of Title with respect to the Mortgaged Lands dated November 14, 2018.
  9. Pursuant to the Updated Altus Appraisal, the market value of the Mortgaged Lands is \$11,400,000.00. Accordingly, Centurion is hereby making an offer to purchase the Mortgaged Lands, as is where is, for \$11,400,000.00 with the purchase price to be set off against the Indebtedness (the "Centurion Offer").
  10. As part of the Centurion Offer, Centurion is seeking to have the 81 purchase contracts entered into between the Debtors and the various purchasers (collectively the "Purchase Contracts") assigned to it (the "Assignment"). Attached and marked as Exhibit "E" is a redacted copy of one of the Purchase Contracts.

11. Attached and marked as Exhibit "F" is a chart summarizing the Purchase Contracts.
12. On October 11, 2018, Centurion held two meetings with the holders of the Purchase Contracts in order to advise them of the status of the within action and Centurion's intention to seek the Assignment.
13. The Assignment is necessary in order for Centurion to be able to obtain financing to complete the Project and forms part of Centurion's Offer.
14. Once the Centurion Offer is approved, Centurion requests that the Appraisal and Exhibit "F" to the Receiver's First Report be unsealed as the reasons for directing the sealing are no longer relevant or applicable and it would be in the best interest of the process that they be unsealed.
15. The activities of the Receiver pursuant to the Receivership Order are outlined in the Final Report, to be filed concurrently with this Affidavit.
16. I make this Affidavit in support of the Application for the relief set out in paragraph 3 above.

SWORN (OR AFFIRMED) BEFORE ME )  
at Toronto, Ontario, this 19<sup>th</sup> day of November, 2018 )



Notary Public in and for the Province of Ontario

DoV Tal (does not expire)  
PRINT NAME AND EXPIRY/LAWYER



(Signature)

STEPHEN STEWART


**KRONIS, ROTSZTAIN,  
MARGLES, CAPPEL LLP**  
Suite 1100, 25 Sheppard Avenue West  
TORONTO, ON M2N 6S6

**THIS IS EXHIBIT "A"**

**Referred to in the**

**AFFIDAVIT OF STEPHEN STEWART**

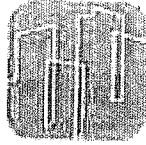
**Sworn before me this 19<sup>th</sup> Day of November, 2018**



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**NOTARY PUBLIC**  
**in and for the PROVINCE OF ONTARIO**  
*DOV TAL*

**KRONIS, ROTSZTAIN,  
MARGLES, CAPPEL LLP**  
Suite 1100, 25 Sheppard Avenue West  
TORONTO, ON M2N 6S6



# CENTURION

MORTGAGE CAPITAL CORPORATION

**DISCHARGE STATEMENT**

November 15<sup>th</sup>, 2018

Dentons Canada LLP  
 15<sup>th</sup> Floor, Bankers Court  
 850 - 2<sup>nd</sup> Street S.W.  
 Calgary, Alberta  
 T2P 0R8

Attention: Afshan Naveed

Dear Ms. Naveed:

Re: Borrower Name: The Bridges Steps LP by its General partner Giustini Bridges Inc.  
 Centurion Loan # 79B, 79C & 79D  
 Security Address: 918 McPherson Square NE Calgary Alberta

Further to your request, the following confirms the total amounts due for our various facilities as of November 1, 2018 with the per diem thereafter.

Interest Rate (Loan 79B): 15.00% per annum compounded monthly - matured Nov. 15, 2017  
 Interest Rate (Loan 79C): 5.20% per annum compounded monthly - matured July 1, 2018  
 Interest Rate (Loan 79D): 12.00% per annum compounded monthly - matured Sept. 1, 2018

Principal Balance at Oct. 1 <sup>st</sup> , 2018 - Loan 79B - Base Loan:	\$ 13,829,776.38
Accrued Interest from Oct. 1 <sup>st</sup> , 2018 to Nov. 1 <sup>st</sup> , 2018- Loan 79B:	\$ 2,623,377.06
Principal Balance at June 14 <sup>th</sup> , 2017- Loan 79C - Servus Loan:	\$ 3,785,347.12
Accrued Interest from June 14 <sup>th</sup> to Nov. 1 <sup>st</sup> , 2018 - Loan 79C:	\$ 232,755.31
Principal Balance at Sept. 7 <sup>th</sup> , 2018- Loan 79D - Receivers Certificate:	\$ 375,000.00
Accrued Interest from Aug. 30 <sup>th</sup> , 2017 to Nov. 1 <sup>st</sup> , 2018- Loan 79B:	\$ 29,590.53
Legal Fees Paid to June 30, 2017:	\$ 37,466.68
Discharge/Admin Fee:	<u>\$ 250.00</u>
Total Due on November 1 <sup>st</sup> , 2018:	<u>\$ 20,913,563.08</u>

Per Diem Interest:	\$ 6,609.55 - Loan 79B
Per Diem Interest:	\$ 576.44 - Loan 79C
Per Diem Interest:	<u>\$ 132.38</u> - Loan 79D
Total Per Diem:	\$ 7,318.37

Note: Interest must be added at the rate of \$7,318.37 per day from November 1<sup>st</sup>, 2018, until the date that certified funds are received by Centurion Mortgage Capital Corporation. *Please note that in addition to the amount due above we need to add unbilled legal fees, on a solicitor and client basis.*

All funds must be received in our offices by not later than 1:00 p.m. on the discharge date.

The Borrower will be responsible for any costs, legal or otherwise, associated with the discharge, including the preparation of the Discharge of Charge.

**CENTURION MORTGAGE CAPITAL CORPORATION**

Yours truly,

Maria Accomando  
 Director, Mortgage Administration & Compliance

/ms


E. & O. E.

**THIS IS EXHIBIT "B"**

**Referred to in the**

**AFFIDAVIT OF STEPHEN STEWART**

**Sworn before me this 19<sup>th</sup> Day of November, 2018**



A large, stylized handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.

**NOTARY PUBLIC**

**In and for the PROVINCE OF ONTARIO**

*Doc 741*

**KRONIS, ROTSZTAIN,  
MARGLES, CAPPEL LLP  
Suite 1100, 25 Sheppard Avenue West  
TORONTO, ON M2N 6S6**



## PROPERTY TAX CERTIFICATE

For the property described on the assessment and tax roll as:

**Legal Description:** PLAN 0512930 BLOCK 7 LOT 1  
**Short Legal:** 0512930;7;1  
**Linc Number:** 0031222912  
**Title Number:** 161044240  
**Location Address:** 918 MCPHERSON SQ NE  
**Roll Number:** 200-79022-8  
**2018 Tax Levy:** \$71,964.64

I do hereby certify pursuant to Section 350 of the Municipal Government Act and subject to the conditions noted below that taxes and arrears owing with respect to the above described property levied by The City of Calgary are due in the following amounts:

**Current (current calendar year):** 82,039.68  
**Arrears (prior calendar years):** 78,505.52  
**Account Balance:** 160,545.20

**PLEASE NOTE:** This Certificate is conditional upon the clearance of all currently pending payments in respect of the subject tax account to The City of Calgary. In the event that any additional charges relating to these pending payments are incurred after the date this Certificate is issued, including charges relating to returned cheques or dishonoured payments, these additional charges will be added to the subject tax account without further notice.

**Dated this 15 Day of November 2018**  
**Time: 18:13**

**CITY TREASURER**  
**The City of Calgary**

**IMC #8044**  
**Contact: MANCA, KIM**  
**ELDOR-WAL REGISTRATIONS (1987) LTD**  
**29, 10015 - 103 AVE**  
**EDMONTON, Alberta T5J 0H1**  
**Canada**

**Request No. 236697**  
**Account No. ELDORWAL**  
**File No. DEN101**  
**Attn: Danny**  
**Tel: 780-429-5969**

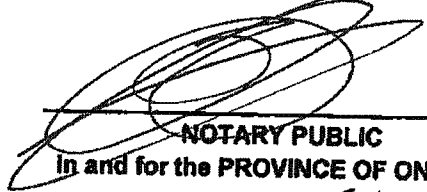


**THIS IS EXHIBIT "C"**

**Referred to in the**

**AFFIDAVIT OF STEPHEN STEWART**

**Sworn before me this 19<sup>th</sup> Day of November, 2018**

  
\_\_\_\_\_  
**NOTARY PUBLIC**  
**In and for the PROVINCE OF ONTARIO**  
*Dev Tul*

**KRONIS, ROTSZTAIN,  
MARGLES, CAPPEL LLP**  
Suite 1100, 25 Sheppard Avenue West  
TORONTO, ON M2N 6S6

**OFFER TO PURCHASE AND  
AGREEMENT OF PURCHASE AND SALE**

BETWEEN:

THE COURT OF QUEEN'S BENCH OF ALBERTA

c/o CBRE Limited

(herein called the "Seller")

- and -

***Take Two Investments Inc., or nominee***

(herein called the "Buyer")

**OFFER TO PURCHASE**

- 1.1 **Offer** - The Buyer hereby offers to purchase (this "Offer") from the Seller the Property for the Purchase Price and upon the terms and conditions herein set forth
- 1.2 **Acceptance** - The acceptance of this Offer by the Seller shall convert this Offer into a binding Agreement for the sale and purchase of the Property pursuant to and subject to the terms and conditions herein set forth

**DEFINITIONS**

- 2.1 In this Agreement, the following words and phrases used herein with initial capitals shall, unless otherwise expressly provided herein or unless the context otherwise requires, have the following respective meanings
- (a) "Agreement" means this Offer and the acceptance hereof by the Seller and all schedules and instruments supplementary or ancillary hereto; and the expression "section", "subsection", "paragraph", "subparagraph" or "schedule" followed by a number or letter, respectively, means and refers to the specified section, subsection, paragraph, subparagraph or schedule of this Agreement;
- (b) "Buildings" means all buildings, improvements, structures, fixtures, appurtenances and attachments to the Lands, including all systems on the Lands of a mechanical nature if any, and drainage systems and all on an "as is where is basis";

\_\_\_\_\_  
Seller 

Buyer

- (c) "Business Day" means any day other than Saturdays, Sundays and statutory holidays in the Province of Alberta,
- (d) "Buyer's Conditions" means those conditions outlined in subsection 4.1, if any;
- (e) "Buyer's Solicitors" means the solicitor selected by the Buyer;
- (f) "Closing Date" means 60 day(s) after the Order is pronounced by the Court, or on such earlier date, after the Order is pronounced, as agreed to in writing between the Buyer's Solicitors and the Plaintiff's Solicitors;
- (g) "Courts" means the Court of the Queen's Bench of Alberta;
- (h) "Defendants" means The Bridges Steps Limited Partnership, by its general partner, Giustini Bridges Inc., Giustini Bridges Inc., Assured Developments Ltd., Giustini Development Corporation and SBG Investment Corp.;
- (i) "Deposit" means the *Initial Deposit and Second Deposit together*;
- (j) "GST" has the meaning set out herein;
- (k) "Initial Deposit" means the sum of **TWENTY-FIVE THOUSAND (\$25,000) DOLLARS**
- (l) "Judicial Listing Agreement" means the Judicial Listing Agreement granted by the Court in Alberta Court of Queen's Bench Action No. 1701-08644, entered into with the Seller's Judicial Agent
- (m) "Lands" means the lands legally described as  
  
PLAN 0512930  
BLOCK 7  
LOT 1  
EXCEPTING THEREOUT ALL MINES AND MINERALS
- (n) "Order" means the Order of the Court approving this Agreement, being acceptable to the Plaintiff and the Buyer, acting reasonably;
- (o) "Permitted Encumbrances" are those encumbrances legal to the property, as outlined in Schedule "B" hereto *and accepted by the Buyer*;
- (p) "Plaintiff" means Centurion Mortgage Capital Corporation;
- (q) "Plaintiff's Solicitors" means Dentons Canada LLP;
- (r) "Property" means the Lands, the Buildings, and the Rights, *should the Buyer decide to purchase the Rights (pre-sale contracts) after review*;
- (s) "Purchase Price" means the sum of **TEN MILLION FIVE HUNDRED THOUSAND (\$10,500,000) DOLLARS**;

\_\_\_\_\_ Seller  Buyer

- (t) "Rights" means all rights and benefits pertaining to the Property;
- (u) "Second Deposit" means the sum of **ONE HUNDRED & SEVENTY-FIVE THOUSAND (\$175,000) DOLLARS**
- (v) "Statement of Adjustments" has the meaning set out in subsection 8.1 hereof,
- (w) "Seller's Judicial Agent" means CBRE Limited.

3. PRICE, DEPOSIT AND PAYMENT

3.1 Payment of Purchase Price - The Buyer shall pay the Purchase Price for the Property as follows:

- (a) the *Initial* Deposit shall be paid by the Buyer to the ~~Plaintiff's~~ *Buyers'* Solicitors within ~~48 hours~~ *Five (5) business days* of acceptance of this Offer by Order;
- (b) the *Second Deposit* shall be paid by the Buyer to the *Buyers'* Solicitors within *Five (5) business days* of removal or waiver of the *Conditions*;
- (c) the balance of the Purchase Price, subject to adjustments provided for hereunder, shall be paid on the Closing Date

3.2 Deposit - The Deposit shall be held in trust by the ~~Plaintiff's~~ *Buyers'* Solicitors, who are hereby authorised and directed by the parties to deposit the same and hold in trust until completion or collapse of this transaction. The Deposit shall be dealt with as follows:

- (a) on the Closing Date, the Deposit shall be credited on account of the Purchase Price; or
- (b) unless otherwise ordered by the Court, if the Buyer defaults in its obligation to complete the purchase of the Property in accordance with this Agreement, then the deposit will be forfeit to the Plaintiff as liquidated damages and neither party shall have additional financial recourse for specific performance or otherwise;

4 CONDITIONS

4.1 Conditions - The Buyer makes its Offer hereunder subject to the following conditions:

- (i) Review and acceptance of the quality and state of all of the existing construction;
- (ii) Obtain environmental and geotechnical reports suitable for financing purposes;
- (iii) Obtain acceptable construction pricing for completion of the asset;
- (iv) Obtain a real property report with compliance from the City of Calgary; and

\_\_\_\_\_ Seller  Buyer

(v) Obtaining suitable financing;

5 **NO REPRESENTATIONS AND WARRANTIES**

5.1 **Representations and Warranties of the Seller** - The Buyer agrees that the Property is being sold on an "as is where is" basis and that no representation or warranties are made by either the Seller, the Plaintiff or the Seller's Judicial Agent with respect to any aspect of, or associated with, the Property, including as more specifically set out in Schedule "A" attached hereto.

5.2 **Acknowledgment of Buyer** - The Buyer acknowledges and agrees to purchase the Property "as is and where is" and in accordance with the terms more particularly outlined in Schedule "A", attached hereto.

6 **CLOSING DATE AND PROCEDURE**

6.1 **Closing Date** - The Closing of the sale and purchase of the Property as herein contemplated shall take place on the Closing Date.

6.2 **Sellers Closing Documents** - Within seven business days of obtaining the Order, the Plaintiff's Solicitors will provide a certified copy of the Order, on appropriate trust conditions, to the Buyer's Solicitors.

6.3 **Buyers Obligation to Pay** - On or before the Closing Date, the Buyer shall deliver to Plaintiff's Solicitors, the balance of the Purchaser Price and the failure of the Buyer to pay the Purchaser Price to the Seller shall constitute a default by the Buyer under this Agreement.

7 **COMMISSION**

7.1 **Payment of Commission** - The Seller shall be responsible for payment of commission to the Seller's Judicial Listing Agent in accordance with the provisions of the Judicial Listing Agreement; *Take Two Real Estate Services Inc. will have earned One (1%) Percent of the payable Three (3%) Percent commission on the Closing Date.*

8 **TAXES**

8.1 **GST** - The Buyer is responsible for GST in respect of this purchase and sale transaction and shall be responsible to account for GST in respect of this purchase and sale transaction in accordance with the *Excise Tax Act*. The Buyer shall indemnify and save harmless the Seller and the Plaintiff for any and all GST and all penalties, interest, costs and expenses whatsoever relating thereto paid or incurred by the Seller or the Plaintiff in respect of the sale of the Property to the Buyer.

9 **POSSESSION**

9.1 **Possession** - The Buyer shall be entitled to have vacant possession of the Property subject to the Permitted Encumbrances and following payment of the balance of the Purchase Price on the Closing Date.

\_\_\_\_\_ Seller



Buyer

10. **ADJUSTMENTS**

10.1 **Adjustments** - All adjustments relating to the Property, shall be adjusted and pro-rated between the Seller and the Buyer as at the Closing Date so that the Seller shall pay all expenses and receive all income related to the Property which are in respect of any time prior to the Closing Date and the Buyer shall pay all expenses and receive all income related to the Property which are in respect of any time from and including the Closing Date.

11. **RISK**

11.1 **Risk** - The Property shall be at the risk of the Defendant until completion of the closing on the Closing Date and thereafter at the risk of the Buyer.

12. **MISCELLANEOUS**

12.1 **Currency** - All dollar amounts referred to in this Agreement are Canadian dollars.

12.2 **Tender** - Any tender of documents or money may be made upon the party being tendered or upon its solicitors and money may be tendered by certified solicitor's cheque or bank draft in each case drawn on any Schedule I Canadian chartered bank.

12.3 **Time of Essence** - Time shall be of the essence of this Offer and Agreement, provided that the time for doing or completing any matter provided for herein may be extended or abridged by an agreement in writing signed by the Seller and the Buyer or by their respective solicitors who are hereby expressly appointed in this regard.

12.4 **Contact Information** - the following is the contact information for the Buyer and Seller:

(i) To the Seller:

THE COURT OF THE QUEENS BENCH  
C/O Dentons Canada LLP  
Attention: David W. Mann / Afshan Naveed  
15<sup>th</sup> Floor, 850 - 2<sup>nd</sup> Street, SW  
Calgary, Alberta T2P 0R8

Phone (403) 268-7015 / 7007 Fax (403) 268-3100  
Email. david.mann@dentons.com / afshan.naveed@dentons.com

With Copy to:  
CBRE Limited  
Attention: Cody Nelson - cody.nelson@CBRE.com

(ii) To the Buyer:

Name: C/o Take Two Real Estate Services Inc.

Attention: B. Paul Gibson  
Address: 9707 142 Street NW

\_\_\_\_\_  
Seller

  
Buyer

Edmonton, Alberta

T5N 2N2

Email: paul@taketworealestate.ca

- 12.5 Notices - Any notices under this Agreement, may be delivered by courier or email transmission to the parties at the addresses set forth in paragraph 12.4 and, where so given, shall be deemed to have been received by the recipient on the same Business Day as delivered or transmitted prior to 3:00 p.m. (Calgary time), otherwise on the next Business Day.
- 12.6 Entire Agreement - This Agreement constitutes the entire agreement between the parties pertaining to the sale and purchase of the Property and supersedes all prior agreements, negotiations and discussions, whether oral or written, of the Seller and the Buyer and there are no agreements, covenants, representations or warranties, express, implied, statutory, collateral or otherwise, save as set forth herein. The Buyer acknowledges and agrees that it is purchasing the Property in an "as is/where is" condition (as further described in paragraph 5 hereof), subject only to the express agreements, covenants, representations and warranties set forth in this Agreement. The Buyer further acknowledges that it is the Buyer's responsibility to satisfy itself with respect to the Property and all matters relating to or affecting the Property, including without limitation, the state of repair of the Property, the zoning of the Property and the environmental condition of the Property. This Agreement shall not be amended except in a written instrument executed by both the Seller and the Buyer or their solicitors and stated to be an amendment to this Agreement.
- 12.7 Assignment - ~~The Buyer shall not have the right to assign all or any of its right, title or interest in this Agreement except to a party approved in writing by the Plaintiff (the "Approved Assignee").~~ No assignment shall operate to release the Buyer from its obligations under this Agreement, including, without limitation, the obligation to execute and deliver all documents required hereunder and to pay the Purchase Price. ~~The Approved~~ Any assignee or nominee shall covenant and agree in writing with the Seller to assume all obligations and covenants of the Purchaser under this Agreement, whereupon the Seller and the Plaintiff shall have the right to enforce this Agreement against the Approved assignee as if the Approved assignee was the Buyer named herein and the Deposit which has been paid hereunder shall be deemed to have been paid by the Approved assignee.
- 12.8 Costs and Expenses - Each of the parties shall bear their own costs, expenses and legal fees incurred or to be incurred in negotiating and preparing this Agreement and otherwise in connection with this transaction except as herein specifically otherwise provided.
- 12.9 References - Wherever the singular or masculine is used in this Agreement, the same shall be deemed to include references to the plural, feminine or body corporate or politic, as the context may require.
- 12.10 Governing Law - This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein. The Seller and the Purchaser agree to submit to the jurisdiction and the courts of the

\_\_\_\_\_  
Seller

  
Buyer

Province of Alberta with respect to any dispute relating to this Agreement or the purchase and sale transaction contemplated herein and to appoint respective agents for the receipt and service of process in Alberta.

12.11 Binding Effect - This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

12.12 Execution by Facsimile - This Agreement may be executed by the parties and transmitted by email or facsimile and if so executed and transmitted, this Agreement shall be for all purposes as effective as if the parties had delivered an executed original Agreement

12.13 Counterparts - This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same document.

13. COURT APPROVAL CONDITION

13.1 Court Approval - This Agreement is subject to the approval and acceptance by the Court and the granting of the Order.

14. ACCEPTANCE

14.1 Acceptance - This Offer is open for acceptance by the Seller until October 30<sup>th</sup> 2018, and if not accepted on or before such time, shall be null and void.

IN WITNESS WHEREOF the Buyer has executed this Offer and Agreement on the 21<sup>th</sup> day of October, 2018

per   
Authorized Signatory

\_\_\_\_\_ Seller  Buyer



SCHEDULE "A"

TO THE OFFER TO PURCHASE AND AGREEMENT FOR SALE entered into between

THE COURT OF QUEEN'S BENCH OF ALBERTA (the "Seller")

and

Take Two Investments Inc. or nominee (the "Buyer")

The terms of this schedule replace, modify or add to the terms of the agreement of purchase and sale (the "Real Estate Purchase Contract") to which this schedule is attached Where there is any inconsistency between the terms of this Schedule and the Real Estate Purchase Contract, the provisions of this Schedule shall prevail.

AS IS - WHERE IS

1. The Buyer acknowledges and agrees to purchase the mortgaged lands, all buildings and improvements located on the mortgaged lands (the Property), and any and all fixtures ("Attached Goods") and chattels ("Unattached Goods") included in the Real Estate Purchase Contract or included in the sale of the property, "as is" and agrees with the Seller that neither the Seller, nor its agents or representatives have made any representations or warranties with respect to the Property or any Attached Goods or Unattached Goods included in the sale of the Property. Without limiting the generality of the foregoing, the Buyer agrees that neither the Seller nor its agents have made any representations or warranties with respect to:
  - a) The condition of any buildings or improvements located on the Property;
  - b) The condition of any Attached Goods or Unattached Goods included in the Real Estate Purchase Contract or otherwise sold with the Property;
  - c) Whether the Property complies with any existing land use or zoning bylaws or regulations, or municipal development agreements or plans;
  - d) The location of any buildings and other improvements on the Property and whether such location complies with any applicable municipal bylaws or regulations
  - e) Whether or not any buildings or improvements located on the Property encroach onto any neighbouring lands or any easements or rights of way;
  - f) Whether or not any buildings or improvements located on any neighbouring lands encroach onto the Property;
  - g) The size and dimensions of the Property or any building or improvements located thereon;
  - h) Whether or not the property is contaminated with any hazardous substance; and
  - i) Whether or not any of the buildings or other improvements located on the Property have been insulated with urea formaldehyde insulation.

OWNERSHIP OF UNATTACHED GOODS

2. The Buyer agrees that the Seller is selling only such interest as it may have in any Attached Goods or Unattached Goods referred to in the Real Estate Purchase Contract, or which may be located on the Property, and the Seller does not warrant that it has title to such Attached Goods or Unattached Goods. Further, the Buyer agrees that the Seller will not be liable for the removal of any chattels found on the Property prior to or on the date of closing. On closing, the Buyer may have possession of the Attached Goods and Unattached Goods which are then on or about the Property on an "as is" basis, and the Seller will not provide a Bill of Sale, Warranty, or other title

Seller

Buyer

document to the Buyer. Further, there will be no adjustment or abatement of any kind to the Purchase Price with respect to any Attached Goods or Unattached Goods.

#### REAL PROPERTY REPORT & COMPLIANCE

3. The Seller is not required to provide the Buyer with a real property report or compliance certificate. Should the Seller provide the Buyer with a copy of a survey or real property report, the Buyer agrees that any use of or reliance upon such document shall be at the Buyer's own risk. The Buyer must satisfy itself that the survey or real property report which the Seller might provide accurately reflects the Property and the buildings and improvements located thereon as they currently exist and the Seller shall not be responsible for any errors or omissions which might exist on such document. The Seller does not represent or warrant the accuracy or validity of the said survey or real property report or compliance certificate.

#### CONDOMINIUM

4. If the Property is a condominium:
  - a) the Seller is not required to provide any condominium documentation to the Buyer and the Buyer shall be solely responsible to obtain any condominium documentation he may require. Without limiting the generality of the foregoing, the Buyer may obtain on his own and at his sole costs and expenses any estoppel certificate, copy of the condominium bylaws and financial statement for the Condominium Corporation that he may require;
  - b) the Buyer must satisfy himself with the condition of the condominium unit, the common property, and the financial condition of the condominium corporation and agrees that neither the Seller nor its agents, have any representations or warranties pertaining to same including, without limiting the generality of the foregoing, the adequacy of any reserve fund the condominium corporation might have, any potential special assessments which might be levied by the condominium corporation or the existence of any legal actions pending against the condominium corporations;
  - c) the Seller shall be responsible for amounts payable up to the closing date on the account of any condominium fees and special assessments levied by the condominium corporation

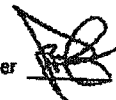
#### GOODS AND SERVICES TAX (G.S.T.)

5. In addition to the purchase price payable thereunder, the Buyer shall pay to the Seller and indemnify the Seller against all Goods and Services Tax ("G.S.T.") payable on the purchase price as required by the Excise Tax Act. The Seller will not provide to the Buyer a Certificate of Exempt Supply, or any other certificate certifying that this purchase and sale transaction is not subject to the Goods and Services Tax. Should the Seller fail to collect G.S.T. from the Buyer, it shall not be construed by the Buyer as a certification by the Seller that no G.S.T. is payable by the Buyer hereunder, and the Buyer shall remain liable for any G.S.T. which might be payable with respect to this transaction.

#### ACCEPTANCE BY FACSIMILE

6. The Seller and Buyer agree that this contract may be signed in counterpart, and the acceptance of this offer communicated or confirmed by facsimile transmission shall be binding upon the parties. The Buyer agrees to promptly deliver an executed original Real Estate Purchase Contract to the Seller.


\_\_\_\_\_ Seller



Buyer

**FORECLOSURE PROCEEDING**

7. This offer is being made pursuant to or in a Court of Queen's Bench foreclosure proceeding and, as such, the Offer may be accepted only by Order of said Court and is subject to the terms of that Order. Any agreement arising out of the Seller's acceptance of this Offer is conditional upon the approval thereof by the said Court.

  
\_\_\_\_\_  
Buyer's Initial

23 Oct 18  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Seller  Buyer

**SCHEDULE "B"**

**Permitted Encumbrances**

**Legal Description:**

PLAN 0512930  
BLOCK 7  
LOT 1  
EXCEPTING THEREOUT ALL MINES AND MINERALS

**Permitted Encumbrances:**

1. non-financial obligations now on title such as easements, utility rights-of-way, covenants and conditions that are normally found registered against property of this nature and which do not affect the saleability of the Property, as follows:

<u>Registration Number</u>	<u>Date</u>	<u>Particulars</u>
031 245 255	23/07/2003	UTILITY RIGHT OF WAY GUARANTEE - THE CITY OF CALGARY AS TO PORTION OR PLAN: 0312046
051 309 873	25/08/2005	UTILITY RIGHT OF WAY GUARANTEE - THE CITY OF CALGARY AS TO PORTION OR PLAN: 0512931
061 243 411	19/06/2006	RESTRICTIVE COVENANT

**Deliverables by Seller:**

Understanding that the Buyer cannot rely on any of the following, the Seller will provide to the Buyer within Five (5) business days of conditional acceptance of this Agreement:

- Any existing real property reports;
- Condominium disclosure package;
- The Real Estate Purchase Contract referenced herein;
- Any environmental reports;
- Any geotechnical reports;
- Any structural or building condition reports; and
- Any appraisals.

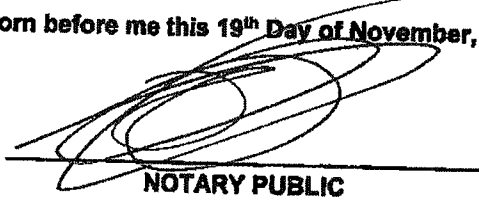
\_\_\_\_\_ Seller  Buyer

**THIS IS EXHIBIT "D"**

**Referred to in the**

**AFFIDAVIT OF STEPHEN STEWART**

**Sworn before me this 19<sup>th</sup> Day of November, 2018**



**NOTARY PUBLIC**

**in and for the PROVINCE OF ONTARIO**

*Dev Fal*

**KRONIS, ROTSZTAIN,  
MARGLES, CAPPEL LLP  
Suite 1100, 25 Sheppard Avenue West  
TORONTO, ON M2N 6S6**



LAND TITLE CERTIFICATE

S  
 LINC                                      SHORT LEGAL                                      TITLE NUMBER  
 0031 222 912                                      0512930;7;1                                      161 044 240

LEGAL DESCRIPTION  
 PLAN 0512930  
 BLOCK 7  
 LOT 1  
 EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE  
 ATS REFERENCE: 5;1;24;14;NW

MUNICIPALITY: CITY OF CALGARY

REFERENCE NUMBER: 061 269 051

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
161 044 240	17/02/2016	TRANSFER OF LAND	\$14,100,000	SEE INSTRUMENT

OWNERS

GIUSTINI BRIDGES INC.  
 OF 5213, 333-96TH AVE NE  
 CALGARY  
 ALBERTA T3K 0S3

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
031 245 255	23/07/2003	UTILITY RIGHT OF WAY GRANTEE - THE CITY OF CALGARY. AS TO PORTION OR PLAN:0312046
051 309 873	25/08/2005	UTILITY RIGHT OF WAY GRANTEE - THE CITY OF CALGARY. AS TO PORTION OR PLAN:0512931
061 243 411	19/06/2006	RESTRICTIVE COVENANT

( CONTINUED )

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ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

# 161 044 240

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
061 243 412	19/06/2006	RESTRICTIVE COVENANT
161 044 241	17/02/2016	MORTGAGE MORTGAGEE - CENTURION MORTGAGE CAPITAL CORPORATION. 710, 25 SHEPPARD AVENUE WEST TORONTO ONTARIO M2N6S6 ORIGINAL PRINCIPAL AMOUNT: \$12,500,000
161 044 242	17/02/2016	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - CENTURION MORTGAGE CAPITAL CORPORATION. 710, 25 SHEPPARD AVENUE WEST TORONTO ONTARIO M2N6S6 AGENT - TERENCE G LIDSTER
161 133 364	09/06/2016	MORTGAGE MORTGAGEE - CENTURION MORTGAGE CAPITAL CORPORATION. 710, 25 SHEPPARD AVENUE WEST TORONTO ONTARIO M2N6S6 ORIGINAL PRINCIPAL AMOUNT: \$30,000,000 (DATA UPDATED BY: TRANSFER OF MORTGAGE 171168580)
161 133 365	09/06/2016	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - CENTURION MORTGAGE CAPITAL CORPORATION. 710, 25 SHEPPARD AVENUE WEST TORONTO ONTARIO M2N6S6 AGENT - SEAL. (DATA UPDATED BY: TRANSFER OF CAVEAT 171168581)
161 152 437	04/07/2016	MORTGAGE MORTGAGEE - AVIVA INSURANCE COMPANY OF CANADA. 1100-1125 HOWE ST VANCOUVER BRITISH COLUMBIA V6Z2E6 ORIGINAL PRINCIPAL AMOUNT: \$2,300,000
161 199 558	24/08/2016	CAVEAT RE : POSTPONEMENT CAVEATOR - CENTURION MORTGAGE CAPITAL CORPORATION. 710, 25 SHEPPARD AVENUE WEST TORONTO ONTARIO M2N6S6

( CONTINUED )

ENCUMBRANCES, LIENS & INTERESTS

PAGE 3  
# 161 044 240

REGISTRATION  
NUMBER      DATE (D/M/Y)      PARTICULARS

AGENT - SEAL.

(DATA UPDATED BY: TRANSFER OF CAVEAT  
171168581)

- 161 199 559    24/08/2016 CAVEAT  
RE : POSTPONEMENT  
CAVEATOR - CENTURION MORTGAGE CAPITAL CORPORATION.  
710, 25 SHEPPARD AVENUE WEST  
TORONTO  
ONTARIO M2N6S6  
AGENT - SEAL.  
(DATA UPDATED BY: TRANSFER OF CAVEAT  
171168581)
- 171 053 603    06/03/2017 BUILDER'S LIEN  
LIENOR - TRIMEN ELECTRIC LTD.  
C/O WARREN BENSON AMANTEA LLP  
1413 2ND ST SW  
CALGARY  
ALBERTA T2R0W7  
AGENT - TIM KATS.  
AMOUNT: \$409,067
- 171 058 449    13/03/2017 BUILDER'S LIEN  
LIENOR - BMP MECHANICAL LTD.  
110,6420 6A STREET SE  
CALGARY  
ALBERTA T2H2B7  
AGENT - BRAD SHALAGAN  
AMOUNT: \$61,895
- 171 059 343    14/03/2017 BUILDER'S LIEN  
LIENOR - CEMROCK CONCRETE & CONSTRUCTION LTD.  
ATTN: MATTHEW K. KACHUR  
C/O WARREN BENSON AMANTEA                            LLP  
1413-2ND ST SW  
CALGARY  
ALBERTA T2R0W7  
AMOUNT: \$499,412
- 171 060 008    15/03/2017 BUILDER'S LIEN  
LIENOR - CANADIAN DEWATERING L.P.  
C/O ROBB & EVENSON PROFESSIONAL CORPORATION  
506, 933 17 AVE SW  
CALGARY  
ALBERTA T2T5R6  
AGENT - CALVIN C ROBB  
AMOUNT: \$11,618

( CONTINUED )



ENCUMBRANCES, LIENS & INTERESTS

PAGE 4  
# 161 044 240

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
171 060 403	15/03/2017	BUILDER'S LIEN LIENOR - SCOTT CONSTRUCTION (ALBERTA) LTD. C/O FASKEN MARTINEAU DUMOULIN LLP ATTN: ARIF CHOWDHURY 3400, 350 7TH AVE SW CALGARY ALBERTA T2P3N9 AGENT - ARIF CHOWDHURY AMOUNT: \$1,894,196
171 060 428	15/03/2017	BUILDER'S LIEN LIENOR - IMS REINFORCING STEEL LTD. ATTN: ANDREW W. WILKINSON C/O FIELD LLP 400, 444 7TH AVENUE SW CALGARY ALBERTA T2P0X8 AGENT - MARCEL LAMARCHE. AMOUNT: \$121,349 (DATA UPDATED BY: CHANGE OF ADDRESS 171072517)
171 061 701	17/03/2017	BUILDER'S LIEN LIENOR - IGNITE RENTAL SOLUTIONS LTD. 3, 285130 WRANGLER WAY SE CALGARY ALBERTA T1X0K3 AGENT - KENT PETERS AMOUNT: \$17,894
171 061 728	17/03/2017	BUILDER'S LIEN LIENOR - MORWEST CRANE & SERVICES LTD. C/O 3408- 114 AVENUE SE CALGARY ALBERTA T2Z3V6 AGENT - WAYNE MORIN AMOUNT: \$144,605
171 064 478	22/03/2017	BUILDER'S LIEN LIENOR - CONSTRUCTIVE SOLUTIONS (CALGARY) LTD. C/O FIELD LLP ATTN: MATTHEW TURZANSKY 2500 - 10175 101 ST. NW EDMONTON ALBERTA T5J0H3 AGENT - LEANNE BARTON AMOUNT: \$24,385
171 070 504	31/03/2017	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 171060403

( CONTINUED )

ENCUMBRANCES, LIENS & INTERESTS

PAGE 5  
# 161 044 240

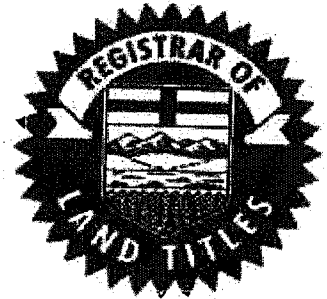
REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
171 131 538	16/06/2017	CAVEAT RE : PURCHASERS INTEREST CAVEATOR - DEJAN TIMOTIJEVIC SHEA NERLAND LLP SUITE 1400, 350-7 AVE SW CALGARY ALBERTA T2P3N9
171 169 596	31/07/2017	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 171053603
171 170 509	01/08/2017	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 161133364 AFFECTS INSTRUMENT: 161044241
171 183 366	17/08/2017	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 171060428
171 190 028	25/08/2017	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 171060008
171 196 436	01/09/2017	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 171059343
171 196 466	01/09/2017	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 171061701
171 197 882	05/09/2017	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 171064478 "BUILDER'S LIEN ACT"
171 201 769	08/09/2017	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 171058449
171 211 035	20/09/2017	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 171061728
TOTAL INSTRUMENTS: 031		

( CONTINUED )

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN  
ACCURATE REPRODUCTION OF THE CERTIFICATE OF  
TITLE REPRESENTED HEREIN THIS 14 DAY OF  
NOVEMBER, 2018 AT 09:31 A.M.

ORDER NUMBER: 36244636

CUSTOMER FILE NUMBER:



**\*END OF CERTIFICATE\***

---

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED  
FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER,  
SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.


THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM  
INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION,  
APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS  
PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING  
OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).

**THIS IS EXHIBIT "E"**

**Referred to in the**

**AFFIDAVIT OF STEPHEN STEWART**

**Sworn before me this 19<sup>th</sup> Day of November, 2018**

  
\_\_\_\_\_  
**NOTARY PUBLIC**  
**In and for the PROVINCE OF ONTARIO**  
*Don T. H.*

**KRONIS, ROTSZTAIN,  
MARGLES, CAPPEL LLP**  
Suite 1100, 25 Sheppard Avenue West  
TORONTO, ON M2N 6S6

THE PURCHASER MAY, WITHOUT INCURRING ANY LIABILITY FOR DOING SO, RESCIND THIS AGREEMENT WITHIN TEN (10) DAYS OF ITS EXECUTION BY THE PARTIES TO IT UNLESS ALL OF THE DOCUMENTS REQUIRED TO BE DELIVERED TO THE PURCHASER UNDER SECTION 12 OF THE CONDOMINIUM PROPERTY ACT HAVE BEEN DELIVERED TO THE PURCHASER NOT LESS THAN TEN (10) DAYS PRIOR TO THE EXECUTION OF THIS AGREEMENT BY THE PARTIES TO IT

**S T E P S**  
C E I D R E L A N D

918 McPherson Square N.E.  
Calgary, Alberta

**OFFER TO PURCHASE  
AND REAL ESTATE PURCHASE CONTRACT**  
(as accepted, the "Agreement")

TO: **Glustini Bridges Inc. as General  
Partner for and on behalf of  
Bridges Steps Limited Partnership  
c/o 5213, 333 - 96 Avenue N.E.  
Calgary, Alberta T3K 0S3  
Telephone: (403) 275-5665  
Fax: (403) 275-5620  
(the "Vendor")**

DATE: [REDACTED]  
SALES REP: [REDACTED]  
MODEL: [REDACTED]

FROM: [REDACTED]  
Full name for title registration purposes  
[REDACTED]  
Full name for title registration purposes  
[REDACTED]  
Address  
[REDACTED]  
The "Purchaser"

Tel: ([REDACTED]) [REDACTED] (bus)  
Tel: ([REDACTED]) [REDACTED] (res)  
Fax: ([REDACTED]) [REDACTED]  
Electronic mail address:  
[REDACTED]



**OFFER**

The Purchaser hereby offers, and upon acceptance by the Vendor, agrees to purchase from the Vendor, residential Unit Number No. [redacted] and Parking Unit No. [redacted] of Condominium Plan No. [redacted] (as shown outlined in red on the proposed Condominium Plan in Schedule "C" hereto) (collectively the "Unit"), also known as the Steps Condominium Project (the "Project"), which Unit has been designated with a municipal address of # [redacted], 918 McPherson Square N.E., Calgary, Alberta, together with an undivided [redacted] ten thousandth (10,000) shares in the common property ("Unit Factor") for the Unit which shares are deemed to be included in the term "the Unit" AND INCLUDING the right to exclusive use of those portions of common property comprising a balcony or front stoop and gate, as the case may be, and an assigned storage area, all in the manner and on the terms and conditions herein set forth for the price of \$ [redacted] (the "Purchase Price"), calculated as follows:

Price of Unit(s)	\$ [redacted]
Upgrades	\$ [redacted]
Goods and Services Tax @ 5%	\$ [redacted]
*Less 1.80% Goods and Services Tax New Housing Rebate* (if applicable)	\$ [redacted]
<b>TOTAL PURCHASE PRICE</b>	\$ [redacted]

\*Rebate is only eligible for units with a purchase price up to \$450,000.00, and is on a declining basis from \$350,000.00 to \$450,000.00.

The Purchase Price is payable as follows:

[redacted] [redacted] [redacted]  
Initial Initial Initial

- a) \$ [redacted] 5% of the Purchase Price by cash or certified cheque with this Offer, as a first deposit
- b) \$ [redacted] by way of a bond from a bond provider satisfactory to the Vendor within 30 days of acceptance of this Offer by the Vendor
- c) i) \$ [redacted] an additional deposit which when combined with the amounts in a) and b) above equals 10% of the Purchase Price, by way of certified cheque or bank draft, within 30 days of acceptance of this Offer by the Vendor. OR [redacted]
- ii) \$ [redacted] an additional deposit which when combined with the amounts in a) and b) above equals 15% of the Purchase Price, by way of certified cheque or bank draft, within 30 days of acceptance of this Offer by the Vendor
- d) \$ [redacted] (more or less) on or before the Closing Date as hereinafter defined
- e) \$ [redacted] by the proceeds of a Mortgage (if any) pursuant to Clause 3 hereof
- f) \$ [redacted] Purchase Price (SUBJECT TO the usual and additional adjustments herein upon or after final closing)

[redacted] [redacted] [redacted]  
Initial Initial Initial

The Purchaser confirms that a representative of the Vendor has explained that:

- a) the marketing size floor plan of the Unit is based on architectural drawings wherein the size is measured from the centre point of the floors, walls, and ceilings of the interior finishing on exterior walls, and is estimated to be [redacted] square meters; and
- b) the floor plan size of the Unit on the registered Condominium Plan will be determined by measurements taken from the interior finishing of the floors, walls, and ceilings in accordance with section 9 of the *Condominium Property Act*, R.S.A. 2000, C-22 (the "Act"), is estimated to be [redacted] square meters, and this is the area size being purchased.

[redacted]	[redacted]	[redacted]
Initial	Initial	Initial

**ACCEPTANCE OF THIS OFFER BY THE VENDOR SHALL CONSTITUTE AN AGREEMENT OF SALE AND PURCHASE BETWEEN THE PARTIES SUBJECT TO THE TERMS AND CONDITIONS HEREINAFTER SET FORTH:**

**VENDOR CONDITIONS PRECEDENT**

There are conditions precedent to the constituting or creating of any binding obligations hereunder, including any obligation of the Vendor to transfer title to the Unit to the Purchaser that:

- 1. On or before June 30, 2014, the Vendor shall have obtained the necessary permits and approvals and easements required for the development of the Project, as determined by the Vendor, all on and subject to terms and conditions satisfactory to the Vendor in its sole and absolute discretion; and
- 2. On or before June 30, 2014, the Vendor has received a first advance of mortgage proceeds intended for the purpose of construction of the Project, to the sole satisfaction of the Vendor.

These conditions precedent are for the sole benefit of the Vendor and may be waived in whole or in part by the Vendor at any time.

If the Vendor has not waived or satisfied the above conditions precedent, this Agreement and any agreement flowing from its acceptance may, at the option of the Vendor, be deemed null and void in which case the Vendor shall refund any Deposits on account of the Purchase Price it holds on the Unit to the Purchaser without interest but also without any deduction and the parties shall be deemed to have mutually released each other from all obligations hereunder.

It is further acknowledged and agreed that if the bonding as described herein has not been approved within thirty (30) days of execution of this Agreement, then the Purchaser, at its option, may terminate this Agreement, and the Vendor shall forthwith return the Purchaser's Deposit. The Purchaser may only rely upon this provision after executing all consents and providing all documents and disclosure required by the bond provider program in the timelines they require to process the Purchaser's bonding application.

[redacted]	[redacted]	[redacted]
Initial	Initial	Initial

**TERMS**

1. **Deposits, Extras and Options**

- a) The Vendor represents that the deposits held or to be held by it hereunder up to Fifteen Percent (15%) of the Purchase Price (maximum of \$30,000.00) are held under a plan, arrangement, scheme or agreement approved by the Minister of Government Services pursuant to Section 14 of the *Condominium Property Act*, R.S.A. 2000, Chapter C-22 ("the Act") and it is agreed that for so long as that plan, arrangement, scheme or agreement is in effect, only that portion of the deposits in excess of the said Fifteen Percent (15%) of the Purchase Price (if any) shall be placed in trust and accounted for, and disbursed in accordance with the requirements of Section 14 of the Act and this paragraph. It is understood and agreed by the parties that extras and options payments, payments for occupancy license fees, common expense payments, mortgage advances and security deposits made under this Agreement are not deposits or payments required to be held in trust and dealt with under said Section 14.
  
- b) The Purchaser authorizes the Vendor to use all or part of any of the deposits hereunder, except any portion thereof required to be held in trust pursuant to (a) above (the "net deposit"), from time to time as it deems advisable in its sole discretion for construction of the Unit PROVIDED THAT the net deposit shall be held in trust by the Vendor until a registerable Transfer of the Unit is delivered to the Purchaser or registered at the Land Titles Office. All interest earned upon funds held in trust shall accrue to the Vendor except, if the Purchaser takes possession of the Unit prior to receiving title to it, then the interest earned on the funds held in trust from the possession date to the day the Purchaser receives the title document or the day the document is registered at the Land Titles Office shall be applied against the Purchase Price. The Purchaser agrees not to release the Purchase Price to the Vendor until title has issued in the name of the Purchaser pursuant to Section 14(3) of the Act.
  
- c) Should the construction of the Unit and the improvements that the Vendor is obligated to provide to the "related common property" (as that term is defined in Section 14 of the Act), not be substantially complete at the time of transferring title to the Purchaser, then the Vendor shall hold in trust the deposits and all interest and any other portion of the Purchase Price it receives from or through the Purchaser which, when combined with the unpaid portion of the Purchase Price, will be sufficient to pay the cost of substantially completing the construction of the Unit and the proportionate cost of substantially completing the related common property, all as determined by a "cost consultant" (as that term is defined in Section 1(2) of the Regulation), based on the Unit Factors of the units sharing the same related common property, and will remain in trust until substantial completion of the Unit and the related common property. Substantial completion of the Unit and the related common property occurs when the improvements with respect thereto are ready for their intended use. A statement or certificate from an engineer, architect, or a cost consultant to the effect that the related common property and any applicable common property unit are substantially completed shall be deemed to be satisfactory evidence of substantial completion and any money remaining in trust may thereupon be paid to the

STEPS - 097728

Initial	Initial	Initial



Vendor.

- d) The Purchase Price includes the items, options or extras presently installed in the Unit or shown on the Vendor's drawings and specifications described in Schedule "D". It is understood and agreed that the Vendor need not make any modification or supply any other item, option or extra to the Unit unless ordered by the Purchaser in writing and confirmed and agreed to by the Vendor. The Purchaser will pay for any such extra, option or modification prior to the time the Vendor issues a work order or purchase order for the work to be done or the supply of the required materials or such earlier date as specified by the Vendor as an addition and adjustment to the Purchase Price and it is agreed that such payment does not constitute money paid by the Purchaser under this Agreement and will be releasable to the Vendor immediately upon payment.

2. Goods and Services Tax

- a) The Vendor and Purchaser acknowledge that the Purchase Price includes the net Goods and Services Tax payable relating to this Agreement and the transaction contemplated herein (as calculated by the Vendor) and the Purchaser agrees to assign the Goods and Services Tax rebate applicable to the Unit as estimated above, whether received before or after the Closing Date (as hereinafter defined), to the Vendor PROVIDED THAT if the Purchaser shall not be occupying the Unit as his primary place of residence or shall in any manner be disqualified from receiving a rebate for Goods and Services Tax payable, the Purchaser shall be responsible for such rebate in addition to the Purchase Price and shall pay same to the Vendor on demand. The Vendor shall be entitled to register a caveat against the Unit pending payment of the Goods and Services Tax Rebate and any penalties or interest related thereto.

b) The Purchaser represents to the Vendor EITHER:

- i) the Purchaser, or a member of the Purchaser's immediate family, will on closing occupy the Unit as their primary residence;

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OR

- ii) neither the Purchaser, nor any member of the Purchaser's immediate family, will on closing occupy the Unit as their primary residence.

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3. Transfer and Mortgage Financing

It is expressly acknowledged and agreed that:

- a) the Transfer of the Unit shall be prepared by the Vendor's solicitors and delivered to the Purchaser's solicitors. The Purchaser shall pay the cost of registration of the Transfer and the Purchaser's first Mortgage on the Unit (if any), including any Mortgage Insurance and related application fee;
- b) If a new Mortgage, as arranged by the Purchaser, is contemplated in

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paragraph (e) on the second page hereof, the Purchaser shall make a *bona fide* effort to secure such new Mortgage. The proposed terms and conditions of such Mortgage shall be set out in a Mortgage Commitment signed by the Mortgagee and with a copy delivered to the Vendor if requested by the Vendor;

- c) this Agreement shall be conditional upon the Purchaser arranging the new Mortgage (as described in (b) above) on or before the expiry of ten (10) days of the acceptance of this Offer by the Vendor, failing which, at the option of the Vendor or the Purchaser, this Agreement may be terminated and all monies hereunder paid by the Purchaser to the Vendor shall be refunded. This condition, at the option of the Vendor, shall be deemed to have been met by the Purchaser unless the Purchaser gives notice to the Vendor of the contrary within ten (10) days of the acceptance of this Offer by the Vendor;
- d) the Purchaser agrees to irrevocably assign the proceeds of such Mortgage to the Vendor to secure payment of the Purchase Price;
- e) if the net proceeds of the Mortgage are less than the sum agreed to be assigned to the Vendor hereunder, the Purchaser shall forthwith on demand pay to the Vendor the amount necessary to make up such deficiency;
- f) in the event at the Closing Date (as hereinafter defined) there remains unadvanced a portion of the funds to be advanced under the Mortgage, the Purchaser shall pay all other amounts due to the Vendor on such date and shall execute such documentation as required by the Vendor to secure payment to the Vendor of such unadvanced funds. If title to the Unit is transferred to the Purchaser prior to the Vendor receiving the full purchase proceeds (including any Mortgage funds), then, at the option of the Vendor, as security for payment of the full Purchase Price, a Caveat may be registered by the Vendor to give notice as to the amount of the Purchase Price unpaid. The Purchaser also agrees to execute and deliver to his solicitor, prior to the final Closing Date, a Tenancy at Will Agreement and a properly executed Transfer-Back of the Unit from the Purchaser to the Vendor. The Transfer-Back will be held in trust until the full purchase monies (including any Mortgage funds) have been released to the Vendor hereunder. Should the Vendor not receive the full purchase monies together with any interest thereon within thirty (30) days after delivery of the Transfer, the Vendor shall be at liberty to use the Transfer-Back to restore title to the Unit to the name of the Vendor and the Purchaser shall be responsible for clearing the title of all encumbrances registered, the source of which is attributable to the Purchaser;
- g) subject to (f) above, in the event that the total purchase proceeds (including Mortgage proceeds) are not advanced and released to the Vendor on the Closing Date (as hereinafter defined), for any reason whatsoever, the Purchaser shall pay interest to the Vendor upon such amount not released to the Vendor, until paid and released to the Vendor, at the rate equal to eighteen (18%) per cent per annum, provided that the foregoing shall not prejudice or inhibit any other right or privilege the Vendor may have at law, in equity, or otherwise on default of the Purchaser to make timely payment of monies due, time being of the essence hereof;

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- h) notwithstanding (f) and (g) above, if the Vendor has not received all monies due and owing to the Vendor herein on the Closing Date (as hereinafter defined), or, in the case of Mortgage funding delay pursuant to subclause (f) above, within seven (7) days of the date when such funds are generally releaseable, the Vendor shall be at liberty to consider the Purchaser in default and terminate this Agreement in consequence of such default, in which event all monies paid by the Purchaser to the Vendor shall be subject to forfeiture, without prejudice to any other remedy the Vendor may have at law or in equity;
- i) the Vendor shall have no responsibility whatsoever to the Purchaser to assist in obtaining, maintaining or preserving the terms of the Purchaser's mortgage, including, without limitation to the foregoing, preservation of the interest rate chargeable thereunder in consequence of any delay or in any postponement of the Closing Date;
- j) the Purchaser acknowledges that the Vendor is entitled to any will hold bare legal title to the Unit and that Bridges Steps Limited Partnership (the "Beneficial Owner") is the Beneficial Owner of the Unit. The Vendor represents and warrants that the Beneficial Owner has approved the terms and conditions of this Agreement and that the Vendor has the authority to enter into this Agreement and to bind the Beneficial Owners' interest in the Unit and to complete the transaction contemplated herein, including the conveyance of the Unit in accordance with the terms and conditions hereof.

4. Construction

Subject to any changes or variations as are required by the Vendor, the Unit will be substantially completed by the Vendor on or about [redacted] (the "Occupancy Date"), provided that:

- a) notwithstanding the anticipated Occupancy Date, the Vendor shall be at liberty to shorten or extend or postpone the Occupancy Date to another date so specified by the Vendor; [redacted] Initial Initial Initial
- b) included in the Unit, at no extra cost to the Purchaser, shall be certain appliances included in the general description of the Unit;
- c) the Vendor shall be responsible for securing all requisite permits and approvals to construct the Unit and shall carry out construction in a good and workmanlike manner in compliance with applicable building codes, standards, restrictions, regulations, Bylaws and requirements and in reasonable conformity with the drawings and specifications for the Unit deposited at the office of the Vendor. The interior and exterior finishing of the Unit and the common property shall be completed substantially in accordance with the description attached as Schedule "D" and the Purchaser acknowledges that, prior to the signing of this Agreement, the Unit and common property drawings and specifications and elevations have been examined by the Purchaser and approved by him. The Vendor agrees to provide and pay for all utility lines to service the Project and the Unit as required by the City of Calgary;

- d) the Purchaser shall have ten (10) days from the date of acceptance of this Offer by the Vendor to select one of the standard interior finish packages falling which the Vendor may exercise all of the Purchaser's rights to such finish package selection and the Purchaser agrees that such selection by the Vendor shall be binding on the Purchaser;
- e) the Vendor shall be at liberty to modify the specifications and materials in construction if such modification will not adversely or materially change the value, amenities or appearance of the Unit, as determined by the Vendor acting reasonably;
- f) with respect to the new home warranty;
  - i) the Vendor agrees to give the Purchaser at least three (3) days' notice of an inspection of the Unit to take place prior to the Occupancy Date to verify that the Unit has been substantially completed. In the event of any items being incomplete at that time, they will be listed on an inspection sheet. Except as to the items specifically listed on such sheet, the Purchaser shall be conclusively deemed to have accepted the Unit PROVIDED, HOWEVER, that such acceptance shall not in any way affect the warranty to be given by the Vendor which warranty shall be the National Home Warranty program warranty and which Unit warranty shall run from the date the Purchaser occupies the Unit;
  - ii) the Vendor confirms to the Purchaser that it is or will be a registered member in good standing of the National Home Warranty program subject to the conditions, terms and limits thereof together with the Limited Warranty Certificate for the Unit and the common property National Home Warranty program, all of which are attached hereto as Schedule "G";
  - iii) if any dispute arises between the Vendor and the Purchaser with respect to any matter in relation to this Agreement, the dispute shall be settled in accordance with the rules, if any, adopted by National Home Warranty Group Inc.;
  - iv) the Vendor agrees to notify the National Home Warranty Group Inc. that this Agreement has been entered into and also agrees to request that the National Home Warranty Group Inc. provides to the Purchaser a certificate setting out at least the information set out in Section 69 of the Regulation;
- g) the Purchaser covenants to take possession of the Unit on the Occupancy Date provided the interior thereof is substantially completed even though all exterior work on the Unit, the related common property, the landscaping, the fencing, exterior lighting and garbage enclosures may not at such time be fully completed and other seasonal deficiencies may be outstanding. The Vendor agrees to complete any outstanding work related to the Unit and the related common property within a reasonable time having regard to weather conditions and availability of supplies and labour and to comply with the provisions of clause 1.c) hereof pending substantial completion of the related common property;

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- h) the Purchaser further agrees that the Vendor, its agents, employees, mortgage inspectors and municipal employees shall have the right of entry and access to the Unit and the common property before and after the Occupancy Date in order to complete any incomplete items, inspect the Unit and make any repairs or modifications to the Unit and the common property;
- i) the Purchaser shall not enter onto the Unit or the common property, other than the Vendor's sales office, without the Vendor's express permission. The Purchaser hereby releases the Vendor, its servants and agents from all liability or claims whatsoever for personal injury or property damage to the Purchaser or anyone accompanying or sent or invited by the Purchaser (hereinafter called a "Trespasser") resulting from their entry onto the Unit or the common property without permission whether arising from the negligence of the Vendor or otherwise. The Purchaser hereby further agrees to indemnify and hold harmless the Vendor from and against any and all actions, causes of action, suits, proceedings, fines, costs (including legal costs on a solicitor and his own client basis), expenses and damages whatsoever, arising by virtue of a Trespasser's entry onto the Unit or the common property without permission and, in particular, without limiting the generality of the foregoing, agrees to reimburse the Vendor, forthwith, for any fines or penalties imposed upon the Vendor by the municipality or by any other governmental or other authority, as a consequence of the said unauthorized entry.

5. **Closing Date**

The Closing Date shall occur on the Occupancy Date, at which time title to the Unit, if available for conveyance, shall be transferred to the Purchaser PROVIDED THAT if title is not then available for transfer to the Purchaser, the Vendor shall continue to retain those monies received from the Purchaser as deposit in trust pursuant to Section 14 of the Act, and closing for the purposes of conveyance of title shall occur within ten (10) days after title is so available.

6. **Adjustments and Payments**

The Purchase Price shall be adjusted as at the Closing Date as to prepaid and accrued expenses and other matters usually subject to adjustment which shall include, without limiting the generality of the foregoing, the following:

- a) any unpaid for extras and additions;
- b) the Unit's share of any operating and maintenance expenses and expenses for utilities such as gas, electricity, water or other utilities and insurance costs borne by the Vendor as determined by the Unit Factor of the Unit. From the Occupancy Date until the commencement date for payment of condominium contributions, the Purchaser also agrees to pay monthly to the Vendor, or its agents, its share of all of the said costs and expenses;
- c) any contributions prepaid or owing for administrative expenses (as defined in Section 39 of the Act);
- d) the realty taxes, school taxes and local improvement charges, including supplementary assessments, which may be levied by the taxing authority, as

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determined by the Unit Factor if not separately assessed; and

- e) the Purchaser shall pay to the Vendor interest at the rate equal to eighteen (18%) per cent per annum on any deposits or other payments due by the Purchaser hereunder which are not paid to the Vendor by the date prescribed for payment herein but this Clause shall in no way affect or diminish the rights of the Vendor set forth in Clause 11 hereof. There shall be no holdback or deduction from the Purchase Price for any outstanding work. All monies payable hereunder by the Purchaser to the Vendor shall be paid without condition, stipulation, trust term or holdback (including Builders' Lien holdback) except as specified herein.

7. **Possession by Purchaser**

- a) The Vendor shall give written confirmation of the Occupancy Date to the Purchaser not less than thirty-five (35) days prior to the Occupancy Date. However, on seven (7) days' notice to the Purchaser, the Vendor shall be at liberty to extend the Occupancy Date for up to sixty (60) days or any portion thereof;
- b) If the Vendor is delayed in obtaining an Occupancy Permit (as hereinafter defined, or any such equivalent approval) for the Unit or, if for any reason beyond the Vendor's reasonable control (and not for financial reasons), the Vendor is not able to substantially complete the Unit by the Occupancy Date or the extended date under subclause (a) hereof, the Vendor shall be at liberty to extend or postpone the Occupancy Date for such reasonable period to allow the Vendor to obtain such Permit or approval or substantially complete the Unit;
- c) Vacant possession of the Unit shall be given at noon on the Occupancy Date subject to the terms hereof being complied with, including, without limitation, payment of the Purchase Price and delivery of the Occupancy Permit;
- d) If, on the Occupancy Date, the title to the Unit is not available for transfer to the Purchaser, the Purchaser shall be entitled to possession of the Unit upon the Purchaser:
  - i) paying to the Vendor all monies due to the Vendor hereunder (excepting only the Purchaser's Mortgage proceeds);
  - ii) executing and delivering to the Vendor, the Vendor's form of Interim Occupancy Agreement, which will provide that the Purchaser will pay interim occupancy fees at least equal to the interest earned on funds on deposit pursuant to Section 14 of the Act plus a sum equal to the interest which would have been payable under the Purchaser's Mortgage financing;
  - iii) executing and delivering to the Vendor all documentation relating to the National Home Warranty Group Inc. and assignment of the New Housing Goods and Services Tax rebate; and
  - iv) otherwise complying with all other provisions of this Agreement;

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- e) Although the Purchaser shall be entitled to possession of the Unit on the Occupancy Date, such right shall be subject to the Vendor's right to enter and occupy the Unit for the purpose of completing the Unit or any related common property.

8. Condominium Corporation

The Purchaser is aware that a condominium corporation (the "Corporation") will be, or has been, by virtue of the Act, established on registration of the Condominium Plan. The Purchaser agrees to observe and perform the terms and provisions of the Act, the Bylaws and regulations of the Corporation and the management agreement entered into by the Corporation, all of which the Vendor may amend from time to time. The Purchaser is also aware and agrees with the Vendor:

- a) that the Vendor may extend or modify the Condominium Plan comprising the Unit and/or other units in the Project, provided the Purchaser's ownership, value or marketability of the Unit is not substantially adversely affected thereby and, the Purchaser agrees to such extensions or modifications and resolutions of the Corporation for application to the Court for that purpose;
- b) that the Vendor estimates the initial amount of the monthly common expenses contribution for the Unit to be \$ [REDACTED], which sum is an estimate only and is subject to change by the Corporation or by its Board of Directors. The said contribution comprises the Purchaser's proportionate share of the estimated monthly property and management expenses of the Project and is determined by applying the Unit Factor for the Unit to the total of such expenses, or as otherwise provided in the Bylaws. Any estimated budget which is presented to the Purchaser is for informational purposes only;  
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- c) that the Vendor will not have to pay common expenses for any Unit it owns until the Vendor receives an Occupancy Permit for the Unit in question from the appropriate Municipal authority, and the Corporation shall not levy or assess any contribution for administrative expenses against such unit. The Purchaser agrees to cause the Corporation to refund or give the Vendor an appropriate credit for any contributions levied contrary to this provision;
- d) that the Vendor will have the right to arrange for management of the Project on fundamentally those terms and conditions as set out in the management agreement referred to in Schedule "E" hereto and the Purchaser acknowledges that management costs for the Project shall be included in common expenses; and
- e) that the Vendor shall be maintaining and operating show units in the Project and any Bylaw which might restrict the Vendor in this respect, if any, is hereby waived by the Purchaser.

9. Disclosure

The Purchaser acknowledges that the Unit is or will be a unit in a condominium project and the Purchaser further acknowledges that, pursuant to Sections 12 and 13 of the Act, the Purchaser has, with or before the submission hereof, received a copy

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of this Agreement and copies of the following:

- SCHEDULE "A" - A Site Plan of the Project being a drawing showing the location of roadways, walkways, fences, parking areas and recreational facilities and amenities (if any), significant utility installations, major easement areas, retaining walls, and any other similar significant features;
- SCHEDULE "B" - A drawing showing the landscaping;
- SCHEDULE "C" - The Proposed Condominium Plan and Unit Factor schedule;
- SCHEDULE "D" - A description showing the interior finishing of and all major improvements to the common property located within the building, outside the building, and the exterior finishing of the building;
- SCHEDULE "E" - The Management Agreement (if unsigned, as proposed) and Proposed Budget and the estimated amount of the monthly contributions in respect of each Unit in the Project;
- SCHEDULE "F" - The Proposed Bylaws of the Corporation;
- SCHEDULE "G" - National Home Warranty program Condominium Enrolment Certificate and Limited Construction Warranty Policies - Common Property and Residential Unit

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PROVIDED THAT the Purchaser acknowledges and agrees that the Vendor shall be entitled to make changes to any of the foregoing documents if the changes will not materially alter or affect the value, amenities, appearance or marketability of the property purchased by the Purchaser hereunder, as determined by the Vendor acting reasonably, AND PROVIDED FURTHER THAT the Purchaser acknowledges and agrees that the Vendor shall be at liberty to make such changes in any document as may be (and to the extent) required by any mortgagee providing interim or permanent financing for the Project or its mortgage insurer or by any government agency. The Vendor represents there are no significant utility installations, major easement areas, retaining walls and other significant features except as identified on the Site Plan and the Landscaping Plan.

10. **Further Assurances**

The parties hereto agree to execute such further documents, conveyances and assurances as may be necessary in order to give full force and effect to the true intent and meaning of this Agreement.

11. **Termination**

- a) The Vendor is hereby granted the unrestricted right at its option to cancel and terminate this Agreement upon written notice to that effect to the Purchaser in the following circumstances:

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- i) If the Purchaser makes an assignment of this Agreement without first obtaining the written consent of the Vendor;
  - ii) If the Purchaser becomes insolvent or bankrupt;
  - iii) If the Purchaser fails to deliver any of the deposits or other payments provided for herein within the time prescribed for payment thereof;
  - iv) If the Purchaser fails to comply with any of the terms of this Agreement or shall fail to complete or execute or deliver any document or instrument herein required or provided for;
- b) In the event this Agreement is terminated by the Vendor the Purchaser will vacate the Unit within fifteen (15) days of the date of notice of termination and the Vendor shall, at its option, retain any deposits made hereunder and the same shall be absolutely forfeited to the Vendor. Such forfeiture shall not be deemed to be liquidated damages, and shall not preclude further claims by the Vendor against the Purchaser for any and all remedies available at law and at equity including, but not limited to, damages and/or specific performance;
  - c) In the event that the Vendor, in its sole discretion, determines that the Purchaser is behaving in an unreasonable, disruptive or unruly manner either by action or inaction, or that the Vendor cannot meet the expectations of the Purchaser, the Vendor may unilaterally terminate this Agreement. In the event that the Vendor is unable to perform the scope of work as specified in this Agreement for reasons beyond the control of the Vendor, the Vendor may terminate this Agreement. Upon termination, the Vendor will return all deposits to the Purchaser, without interest, after deducting any reasonable and necessary expenses incurred by the Vendor prior to cancellation, including, but not limited to, taxes, utilities, interest and other carrying costs;
  - d) If the Purchaser cancels or in any way attempts to terminate this Agreement other than in accordance with the terms hereof, then, without limitation or prejudice to any of the rights of the Vendor hereunder or at law, any and all deposits paid by the Purchaser hereunder shall, at the option of the Vendor, be absolutely forfeited to the Vendor. Such forfeiture shall not be deemed to be liquidated damages, and shall not preclude further claims by the Vendor against the Purchaser for any and all remedies available at law and at equity including, but not limited to, damages and/or specific performance;
  - e) In the event of termination or cancellation of this Agreement, the Vendor shall be entitled to be reimbursed for the cost of paying out any lien, execution or encumbrance, the source of which is attributable to the Purchaser, or the cost of any extras, options, modifications or improvements requested by the Purchaser;
  - f) If this Agreement is terminated by either party, the Vendor shall promptly inspect the Unit and if, in the opinion of the Vendor, any redecoration or repair thereto is required to restore the Unit to its condition at the Occupancy Date, the same may be effected by the Vendor at the sole cost of the Purchaser and the Vendor may deduct the cost thereof from the deposit monies of the Purchaser held by the Vendor and/or demand payment of such

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cost from the Purchaser;

- g) Any common expenses or condominium contributions paid by the Purchaser hereunder are not refundable in the event of termination; and
- h) If the Purchaser defaults hereunder and the Vendor commences action for the judicial interpretation, enforcement, termination, cancellation or rescission hereof or for damages for the breach hereof, the Vendor, in the event it is successful in such action, shall be entitled to costs on a solicitor and his own client full indemnity basis.

12. Unit Factor

- a) The Unit Factor for the residential Unit is [redacted]. The total unit factors for the residential units have been apportioned and computed substantially on the basis of their proportional area to the total area of all residential units in the project. [redacted] [redacted] [redacted]  
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- b) The Unit Factor for each parking unit is an equal one (1). The unit factors for the parking units have been assigned on a nominal basis based on their usage for parking.
- c) Minor adjustments may have been made to the unit factors for all of the units as may be necessary to make the unit factors total 10,000 as required by law.

13. Notices

All notices required herein shall be in writing and shall be delivered or mailed to the Purchaser at the address of the Unit, if the Purchaser has taken possession, or at the Purchaser's address shown on the first page of this Agreement if the Purchaser has not taken possession, and to the Vendor at its address as shown on the first page hereof and any notices shall be deemed to be received upon the date of delivery or on the fifth (5<sup>th</sup>) day following their deposit, postage prepaid, at a post office or postal box in the Province of Alberta.

14. Time

This offer shall be open for acceptance by the Vendor in writing until 5:00 o'clock p.m., on the fifth (5<sup>th</sup>) business day following the date hereof. Time shall be of the essence.

15. Discharge of Existing Mortgages

Title to the Unit on the Closing Date, or within a reasonable time thereafter, will be clear of any mortgages and financial charges the source of which is attributable to the Vendor. All costs of discharging any such existing mortgages or other financial charges are to be borne by the Vendor.

16. Purchaser Caveat Restriction

The Purchaser acknowledges and agrees that this Agreement is subordinate to and postponed to any construction mortgage arranged by the Vendor and any advances

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thereunder from time to time. The Purchaser further acknowledges that registration of a Caveat or other Instrument respecting this Agreement or any secondary financing may delay registration of the Condominium Plan and affect construction of the Project and Interim mortgage advances and the Purchaser therefore covenants that it will not register such a Caveat or Instrument against the title to all or any portion of the land comprising the Unit.

17. Title, Encumbrances and Bylaws

a) The Unit is sold subject to the *Condominium Property Act* of Alberta, as amended, and the Implied easements thereunder, any gas company caveats, any City of Calgary, private or other utility rights of way and any other registered or to be registered caveats, private easements, normal City of Calgary development condition charges and encumbrances and any other easements in favour of utility companies or public authorities, and any Purchaser's Mortgage to be registered against title and any other charges or encumbrances the source of which is attributable to the Purchaser. The Vendor will, after receipt and release of the full sale proceeds, cause any of its mortgage encumbrances to be discharged insofar as they are registered against title to the Unit;

b) The Purchaser acknowledges that it is fully aware of the permitted and conditional uses of the Unit and real property within the surrounding area under the Land Use Bylaws of the City of Calgary and all applicable statutes, rules and regulations of any competent authority and agrees to accept the Unit subject to the risks incidental to such uses. The Purchaser further acknowledges that it is acquainted with the duties and obligations of an owner of a unit and the Purchaser understands that upon registration of the Condominium Plan, a condominium corporation will be created and the Purchaser will be a member of such Corporation subject to all the benefits and obligations inherent in such membership. The Purchaser agrees to be bound by the Bylaws set forth in the Act or any Bylaws duly brought into force in substitution and replacement therefor. The Vendor agrees to register substitutional or replacement Bylaws which are substantially in the form annexed hereto as Schedule "F". During the term of any Interim Occupancy Agreement under Clause 7 hereof, the Purchaser agrees with the Vendor to comply with the provisions of the Schedule "F" Bylaws relating to the use and occupation of units and the common property.

18. Display Units

The Purchaser agrees that notwithstanding the provisions of the Bylaws of the Project, the Vendor shall have the right to maintain and use a reasonable number of units and a portion of the common property for display and sale purposes and exhibit a sign or signs advertising the location of such display units on or about the display units or common property until all the units in the Project are sold and that any provisions of the Bylaws which might restrict the Vendor in this respect, if any, are hereby waived by the Purchaser.

19. Unit Damage

The Unit shall be at the risk of the Vendor until title is conveyed to the Purchaser and in the event of substantial or total loss or damage to the Unit or the Project occurring

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before such time by reason of fire, lightning, tempest, earthquake, flood, riot, civil commotion, insurrection or other acts of God, either the Vendor or the Purchaser may, at its option, cancel this Agreement within thirty (30) days of the date of the said loss or damage and thereupon the Purchaser shall be entitled to the return of any monies paid as deposits hereunder without interest and the Vendor shall have no further liability hereunder. In the event the damage is not substantial or total, the Vendor agrees to restore and complete the Unit as soon as reasonably possible and any interim occupancy fees payable by the Purchaser pursuant to Clause 7 shall, if the Purchaser cannot occupy the Unit, be abated accordingly. All proceeds of any insurance policies in force shall belong to the Vendor. The Unit shall be at the risk of the Purchaser after title is conveyed to the Purchaser.

20. **Recreational and Other Amenities**

It is acknowledged by the Purchaser that there are no recreational facilities, equipment and other amenities to be used by residents of the Project save and except for the fountains and gardens in the courtyard. There is no equipment to be provided by the Vendor to be used for the maintenance of the common property. There are no recreational agreements.

21. **Assignment Restriction and Enurement**

The Purchaser shall not sell the Unit or assign this Agreement before closing and completion of this transaction without the prior consent of the Vendor in writing. Should the Purchaser so sell the Unit or assign this Agreement, such act shall constitute a default of the Purchaser under this Agreement. The Vendor may assign this Agreement before closing and completion of this transaction at its sole discretion. This Agreement shall enure to the benefit of and be binding upon the heirs, executors, administrators and permitted assigns of the parties hereto.

22. **Force Majeure**

"Force Majeure Event" includes an act of God including, but not limited to, fire, flood, earthquake, windstorm or other natural disaster; act of any sovereign including, but not limited to, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, nationalization, requisition, destruction or damage to property by or under the order of any government or public or local authority or imposition of government sanction embargo or similar action; law, judgment, order, decree, embargo or blockade; labour dispute including, but not limited to, strike, lockout or boycott; interruption or failure of utility service including, but not limited to, electric power, gas, water or telephone service; failure of the transportation of any personnel, equipment, machinery supply or material required by the Vendor for the Project; breach of contract by any essential personnel; any other matter or cause beyond the control of the Vendor.

- a) The Vendor will not be liable for any delay in performing or failure to perform any of its obligations under this Agreement caused by a Force Majeure Event.
- b) Should the Vendor claim a Force Majeure Event, it will notify the Purchaser in writing of the reasons for the delay or stoppage (and the likely duration) and will take all reasonable steps to overcome the delay or stoppage.

- c) Should the Vendor claim a Force Majeure Event, its performance under this Agreement shall be suspended for the period that the Force Majeure Event continues and shall have an extension of time for performance which is reasonable, and in any event, an extension of time equal to the period of delay or stoppage. As regards such delay or stoppage:
  - i) If the delay or stoppage continues for more than three hundred and sixty-five (365) continuous days, the Vendor may terminate this Agreement with immediate effect on giving written notice to the Purchaser, shall return the deposit without deduction or interest to the Purchaser, and shall not be liable to the Purchaser for such termination; and
  - ii) the Vendor will take all necessary steps to bring the Force Majeure Event to a close or to find a solution by which this Agreement may be performed despite the Force Majeure Event.

23. **Non-Merger**

All the covenants and obligations contained in this Agreement to be performed or observed by the Purchaser shall in no way merge with the Transfer of the Unit hereunder and shall in all respects remain in full force and effect notwithstanding conveyance of the Unit to the Purchaser and the payment of the Purchase Price.

24. **Applicable Law**

This Offer and any Agreement constituted on acceptance hereof shall be governed under and by the laws of the Province of Alberta.

25. **Headings**

The headings throughout this Agreement are inserted for convenience or reference only and shall not affect the construction of or be used in the interpretation of this Agreement or any provision thereof.

26. **Singular - Plural**

- a) This Offer and any Agreement constituted by its acceptance by the Vendor is to be read with all changes of number or gender required by the context.
- b) Where this Offer is executed by more than one person or party as Purchaser, all covenants, conditions and agreements herein contained shall be construed and taken as against all executing Purchasers as joint and several.

27. **Entire Agreement**

- a) The Vendor and the Purchaser acknowledge and agree that this Agreement constitutes the entire agreement between the parties with respect to the purchase and sale of the Unit and supersedes any prior agreements, negotiations, or discussions, whether oral or written of either the Vendor or the Purchaser. The parties further covenant and agree that there are no representations, warranties, conditions or collateral contracts, express or implied, statutory or otherwise made by the Vendor or the Purchaser or their agents, employees, servants or representatives or any other person on behalf of the Vendor or the Purchaser other than what is contained in writing in this Agreement and the disclosure documents referred to in Clause 9 hereof. For greater clarity, all sales brochures, models, web sites, representative view sets, showroom displays, photographs, illustrations, rendering, and marketing materials provided to the Purchaser or made available for his viewing, do not form a part of this Agreement. In particular, the Purchaser acknowledges and agrees that the said materials, specifications, details, dimensions and floor plans set out in any of the materials viewed by the Purchaser are approximate and subject to change without notice in order to comply with building site conditions, municipal, structural, vendor and/or architectural requirements. Particularly, but without limitation to the foregoing, the parties mutually covenant and agree that there is no representation, warranty, collateral agreement, zoning, municipal permit or licence, or condition affecting the Unit or the project other than expressed herein in writing or any written change order form signed by both the Vendor and the Purchaser.
- b) The parties further mutually covenant and agree that they will make no attempt to circumvent this clause by alleging tortious representation or misrepresentation or fraud or any form of negligence or alleged tortious behaviour. In the event either party attempts to circumvent this clause, the other party shall be entitled to defend against such proceeding and seek solicitor/client costs from the other party on a full indemnity basis. It is expressly understood and agreed that no further representation, condition, warranty, guarantee, promise, undertaking or obligation, whether made by the Vendor or anyone allegedly acting on behalf of the Vendor shall bind the Vendor unless expressed in writing and signed by the Vendor.

28. **Representations and Warranties**

Without restricting the generality of the provisions of Clause 27, the Entire Agreement clause above, the parties further mutually covenant and agree that there is no representation, warranty, guarantee, promise, undertaking or obligation, express or implied, collateral or otherwise, apart from what is expressly agreed in writing as set forth in the warranty Clause 4, herein. The parties further mutually covenant and agree that the Purchaser's right of action in respect of an alleged breach of the warranty contained in Clause 4 above, is limited to enforcement of said clause as provided therein and the Purchaser hereby forever releases any potential claim apart from the enforcement of the contractual provisions in respect of said warranties, as provided therein. Without restricting the generality of the foregoing, the Purchaser gives up any claim in respect of alleged negligence or tortious breach of duty and covenants and agrees that his rights are as fully set forth in this Agreement concerning alleged breach of warranty, breach of duty, deficiencies or negligence. In the event the Purchaser attempts to circumvent the requirements of

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this clause by commencing action against the Vendor other than to enforce the terms of this Agreement, then in such event the Purchaser agrees that the Vendor may rely on this clause and the Purchaser will be responsible for all solicitor/client costs on a full indemnity basis in respect of said proceedings.

29. **Purchaser Acknowledgement**

The Purchaser acknowledges that they have read and understand the terms, provisions, conditions and limits that are specified in the addendum regarding warranty of the National Home Warranty Group Inc. attached hereto as Schedule "G".

30. **Privacy Consent**

The collection, use and disclosure of personal information is controlled and protected provincially by the *Personal Information Protection Act* and federally by the *Personal Information Protection and Electronic Documents Act*. The Vendor respects your rights regarding the protection of your personal information.

By entering into this Agreement, you consent to the collection and use of such personal information by the Vendor. This information includes but is not limited to:

- a) name, address, telephone number, fax number and e-mail address;
- b) municipal and legal descriptions for the Unit;
- c) the agreement for the Unit including financial information, all plans, specifications, agreements, change orders, condominium disclosure documents or any other information related to the purchase of the Unit;
- d) information about any remedial or other service work done to the Unit;
- e) any information about a request for assistance or warranty claim about the Unit including information provided to a warranty provider;
- f) insurance information;
- g) information provided to or received from third party contractors, suppliers, consultants and lawyers who provide work or services to you or us with respect to the Unit;
- h) information from or to the condominium corporation for the Unit.

Some of the above information may be provided to our agents, suppliers and trades for the purpose of building the Unit.

We will comply with our Privacy Policy. For more information about our Privacy Policy please contact Jennifer Bryant, at (403) 275-5665.

The Purchaser consents to the collection, use and disclosure of the Purchaser's personal information by the Vendor for the purposes set out above and in our Privacy Policy.

**IF THIS OFFER IS NOT ACCEPTED, THE DEPOSIT SHALL BE FORTHWITH REFUNDED TO THE PURCHASER, WITHOUT DEDUCTION OR INTEREST, PROVIDED HOWEVER, if this Offer is accepted and the Purchaser fails to comply with the terms as hereinbefore agreed, any deposits shall be subsequently forfeited to the Vendor and this Agreement shall be terminated at the Vendor's option. Such forfeiture shall not be deemed to be liquidated damages, and shall not preclude further claims by the Vendor against the Purchaser for any and all remedies available at law and at equity including, but not limited to, damages and/or specific performance.**

**SHOULD THE PURCHASER RESCIND THIS OFFER and fail to return the disclosure binder, or return the disclosure binder with elements of the binder missing, the Vendor shall be entitled to retain \$100.00 from any deposit paid.**

**This Offer to Purchase and Real Estate Purchase Contract may be signed and sent by facsimile or other electronic means and this procedure will be as effective as signing and delivering an original copy.**

DATED at [redacted] [redacted], this [redacted] day of [redacted], 20 [redacted]

SIGNED in the presence of:

Witness [redacted]

[redacted]  
(Purchaser's Signature)

\_\_\_\_\_  
(Purchaser's Printed Name)

\_\_\_\_\_  
(Co-Purchaser's Signature)

Witness \_\_\_\_\_

\_\_\_\_\_  
(Co-Purchaser's Printed Name)

[redacted] [redacted] [redacted]  
Initial Initial Initial



**ACCEPTANCE**

The Vendor hereby accepts the foregoing Offer. The Vendor agrees to duly complete the sale on the terms and conditions of the Offer.

DATED at [redacted] this [redacted] day of [redacted], 20 [redacted].

**Giustini Bridges Inc. as General Partner  
for and on behalf of  
Bridges Steps Limited Partnership**

Per: [redacted]

**THE PURCHASER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT AND ALL DOCUMENTS REQUIRED TO BE DELIVERED TO THE PURCHASER UNDER SECTION 12 OF THE CONDOMINIUM PROPERTY ACT AND ACKNOWLEDGES THAT THE PURCHASER HAS READ AND UNDERSTANDS THE TERMS, PROVISIONS, CONDITIONS AND LIMITS THAT ARE SPECIFIED IN ALL SCHEDULES AND ALL DOCUMENTS REFERRED TO IN CLAUSE 9 HEREIN WHICH PERTAIN TO THE PROJECT THIS [redacted] DAY OF [redacted], 20 [redacted].**

SIGNED in the presence of:

Witness [redacted]

Witness [redacted]

[redacted]  
(Purchaser's Signature)

[redacted]  
(Co-Purchaser's Signature)

**CONVEYANCING INFORMATION**

Vendor's Lawyer: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Purchaser's Lawyer: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[redacted] [redacted] [redacted]  
Initial Initial Initial

**THIS IS EXHIBIT "F"**

**Referred to in the**

**AFFIDAVIT OF STEPHEN STEWART**

**Sworn before me this 19<sup>th</sup> Day of November, 2018**



**NOTARY PUBLIC  
In and for the PROVINCE OF ONTARIO**

*De/ Tal*

**KRONIS, ROTSZTAIN,  
MARGLES, CAPPEL LLP  
Suite 1100, 25 Sheppard Avenue West  
TORONTO, ON M2N 6S6**

**THE BRIDGES STEPS PROJECT  
LOCATED AT 918 MCPHERSON SQUARE NE, CALGARY, ALBERTA**

**PURCHASE CONTRACT HOLDERS**

Information taken from:

1. Presale contracts provided by Debtors;
2. Spreadsheet provided to the Receiver by the Debtors and McLeod Law

	Unit #	Purchaser Name	Email Address
1.	101	Alison Carpenter	alisoncarpenter@me.com
			chost@talisman-energy.com
2.	102	Katie Klein	katiek@nucleus.com
		Janice Klein	
3.	103	Screpco Investments Corp	kevinscrep@shaw.ca
4.	105	Screpco Investments Corp	kevinscrep@shaw.ca
5.	109	Yong Hong Chen	hong.chen@hotmail.ca
6.	110	Charlene Kim Everett	charlene.kim@hotmail.com
7.	111	Chris Hougmany	chris.hougmany@gmail.com
		Chloe Man	chloe.man@live.ca
8.	113	John Scott	N/A
9.	118	Andrea Grace Swan Lamond	a.g.lamond@gmail.com
10.	122	Screpco Investments Corp	kevinscrep@shaw.ca
11.	125	Dejan Timotjjevic	dejan_timotjjevic@murphyoilcorp.com
		Mariana Timotjjevic	
		Branislav Timotjjevic	
12.	126	Tim Taylor	tim@sqftrealestate.com

13.	201	Daniel Nguyen	dnguyen712@gmail.com
14.	202	Evan Rodrigo Damian-Wallace	evandamianwallace@yahoo.ca
		Jacqueline Ann Wallace	jacqueline.wallace@yahoo.ca
15.	204	Dylan Raymond Widdowson	drwiddowson@me.com
16.	205	Kent Stanley Foster	kent.foster@hotmail.com
17.	206	Cheryl Lee Petro	cherylleepetro@gmail.com
18.	301	Douglas Morton Carlyle	dmcarlyle@gmail.com
19.	302	Doris Kwan	dkwan001@hotmail.com
20.	304	Nancy Solis Spraggs	zibbieg@shaw.ca
21.	306	Nafiseh Sotoudeh	nafisch.sotoudeh@gmail.com
22.	308	Terence Tak-Lee	tezlee80@gmail.com
23.	309	Thien Minh Ly	kathydo0303@gmail.com
24.	310	Adriana Malinowska	goricancha@shaw.ca
25.	311	Amish Patel	amishpatel1@gmail.com
26.	312	Miroslaw Prochenka	miraprochenka@yahoo.ca
27.	313	Catherine Shin-Ying Yong	catherineyong.s@gmail.com
28.	314	Thomas Niendorf	tniendorf@shaw.ca
		Grazyna Niendorf	niendorfg@shaw.ca
29.	315	Jenny Luu	jluu360@gmail.com
30.	316	Fuzum Woldabzghi	fitsumts100@yahoo.ca
31.	317	Glenn Reiersen	N/A

		Maura Referson	
32.	318	Suzanne Marie Irene Perrault	sperre@telus.net
		Clause Joseph Perrault	
		Nicolas Francois Perrault	
33.	319	Vern Goldsbury	vern@midasbc.net
34.	320	Screpco Investments Corp	kevinscrep@shaw.ca
35.	321	Luke Joseph Ratzlaff	lukeratzlaff@gmail.com
36.	322	Mario Falconi	mario8579@gmail.com
37.	323	Susan Colley	curtis@canterracustomhomes.com
			scolley@telus.net
38.	324	Kelly Falconi	mario8579@gmail.com
39.	325	Diana Pham Nguyen	briannguyen05@gmail.com
		Brian Pham Nguyen	
40.	401	Screpco Investments Corp	kevinscrep@shaw.ca
41.	403	1184071 Alberta Ltd	samcortes@hotmail.com
		Calgary Wholesale Diamond Exchange	
42.	405	Veronica Pepin	veronicepepin@yahoo.com
			pepinveronica@gmail.com
43.	407	Priya Singh	priyasingh@shaw.ca
44.	408	Kenneth Ho	cheung_susan2004@yahoo.ca
		Sui Kuen	
		Susan Cheung	

45.	409	Chris Cai	chris.cai@gmail.com
46.	410	Screpco Investments Corp	kevinscrep@shaw.ca
47.	411	Alexander Hon-Bang Lam	alex.hiroko@gmail.com
		Hiroko Kadowaki	
48.	412	Anne Szutu	annnetanca@yahoo.ca
			sendwayne@yahoo.com
49.	413	Goran Beul	aidabeuk@gmail.com
		Aida Beuk	
50.	414	Manoj Jasra	manoj.jasra@gmail.com
51.	415	Brad Larway	blarway@hotmail.com
52.	416	Screpco Investments Corp	kevinscrep@shaw.ca
53.	417	Neil Larway	nlarway@gmail.com
54.	418	Westcoast Home Ownership Ltd	adamgant@mac.com
55.	419	Slawomir Maick Lampart	slawomir.lampart@gmail.com
56.	420	Rahim Tejani	tejanidr@gmail.com
57.	421	James Zolkavich	bigzolk@shaw.ca
		Jodi Berry	
58.	422	Westcoast Home Ownership Ltd	adamgant@mac.com
59.	423	Westcoast Home Ownership Ltd	adamgant@mac.com
60.	424	John van der Laan	javanderl@gmail.com
		Judy van der Laan	
61.	503	664970 Alberta Ltd	samcortes@hotmail.com

62.	505	Alice Lai-Yee Lee	maal@shaw.ca
63.	507	Albert Hong Yin Ma	maal@shaw.ca
		Phillip Chi Hing Ma	
64.	508	Cory Tang	corytang@gmail.com
		Sorpea Tang	sorpea@gmail.com
65.	509	Rajendra Singh	priyasingh@shaw.ca
66.	510	Screpco Investments Corp	kevinscrep@shaw.ca
67.	511	Jayson Ryan Shmyrko	jshmyrko@cirrealty.ca
68.	512	Karen Kelsey Leivers	karenleivers@shaw.ca
69.	513	Harminder Pattar	balwant.pattar@bmo.com
		Balwant Pattar	
		Sukhwant Pattar	
70.	514	Greg Baas	gbaas@shaw.ca
71.	515	Ashlee Nicole Samaska	asheleesamaska@hotmail.com
72.	519	Nikola Jugovic	njugovic@hotmail.com
73.	520	Marco Schewillier	marco_235@hotmail.com
74.	521	Hao Li	liuxw.vivien@gmail.com
		Xiaowei Liu	
75.	523	Gregorio Cortese	gcortese@renfrew-insurance.com
76.	524	Christine Lorteau	gcortese@renfrew-insurance.com
			lorteau.c@gmail.com
77.	601	TGS Tote Investments Inc.	tskinner@totalinvestmentsinc.com

78.	607	Ronald Gordan Blow	blow.simons@gmail.com
		Tracy Denise Blow	
79.	609	Mary Ellen James	maryellengames@icloud.com
80.	610	Lesly Beale	lesley@sturgessarchitecture.com
81.	614	Screpco Investments Corp	kevinscrep@shaw.ca