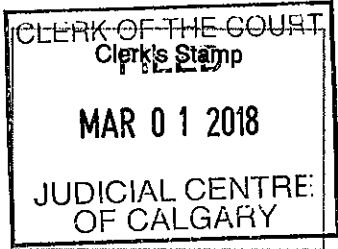


COURT FILE NUMBER 1501-00955  
COURT COURT OF QUEEN'S BENCH OF ALBERTA IN BANKRUPTCY AND INSOLVENCY  
JUDICIAL CENTRE CALGARY



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

APPLICANTS LUTHERAN CHURCH – CANADA,  
THE ALBERTA – BRITISH  
COLUMBIA DISTRICT, ENCHARIS  
COMMUNITY HOUSING AND  
SERVICES, ENCHARIS  
MANAGEMENT AND SUPPORT  
SERVICES, AND LUTHERAN  
CHURCH – CANADA, THE  
ALBERTA – BRITISH COLUMBIA  
DISTRICT INVESTMENTS LTD.

DOCUMENT **AFFIDAVIT**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT **Fasken Martineau DuMoulin LLP**  
First Canadian Centre  
3400, 350 – 7<sup>th</sup> Avenue S.W.  
Calgary, AB T2P 3N9

**Attention: Travis Lysak / Hannah Roskey**  
Phone: (403) 261-5350  
Facsimile: (403) 261-5351  
File No.: 307842.00003

**AFFIDAVIT OF CAMERON SHERBAN**

**Sworn on March 1, 2018**

I, CAMERON SHERBAN, of Calgary, Alberta, SWEAR AND SAY THAT:

1. I am the Managing Director of Kluane Financial Services Inc., the Chief Restructuring Officer of the Applicants, the Lutheran Church – Canada, the Alberta – British Columbia

District (the “**District**”), Encharis Community Housing and Services (“**ECHS**”), Encharis Management and Support Services (“**EMSS**”), and the Lutheran Church – Canada, the Alberta – British Columbia District Investments Ltd. (“**DIL**”) (together, the “**Applicants**”). I have personal knowledge of the matters hereinafter deposed to, except where stated to be based on information and belief, and where so stated I believe the same to be true.

**Settlement with the Prince of Peace Church and School**

2. The Prince of Peace Church and School (the “**POP Church and School**”) are facilities located within the Prince of Peace development in northeast Calgary.
3. The District advanced two unsecured loans to the POP Church and School. I am advised by the District that the outstanding balances of the loans are as follows:
  - (a) for the first loan, an outstanding balance of \$1,955,351.47, inclusive of interest in the amount of \$140,005.45 accrued to February 28, 2018; and
  - (b) for the second loan, an outstanding balance of \$9,369,339.33, inclusive of interest in the amount of \$3,369,339.33 accrued to February 28, 2018.

(Together, the “**Church and School Loans**”)

4. I am advised by the District that the Church and School Loans have a combined total outstanding balance of \$11,324,690.80, inclusive of interest accrued to February 28, 2018 (the “**Indebtedness**”).
5. Based on information provided by the POP Church and School to the District, the Church and School Loans were used to construct the buildings that house the POP Church and School (the “**Buildings**”), as well as to fund other church activities. The POP Church and School has provided the District with information to support that the amount of \$4,654,022 from the Church and School Loans was used to construct the Buildings.
6. The land on which the Buildings were constructed was held in the name of the District. As part of the CCAA proceedings, in October 2015, the POP Church and School relinquished any ownership claim to that land. The POP Church and School transferred

the Buildings to Sage Properties Corp. (“**Sage**”) as part of the Plan of Compromise and Arrangement of the District (the “**District Plan**”).

7. The POP Church and School has advised the District that it is not in a financial position to repay the outstanding balance of the Indebtedness. Attached hereto and marked as **Exhibit “A”** are the financial statements of the POP Church and School.
8. Counsel for the POP Church and School and counsel for the District have reached the following agreement to fully and finally settle the outstanding balance of the Indebtedness:
  - (a) the POP Church and School agrees:
    - (i) to pay the District the lump-sum amount of \$40,000;
    - (ii) to transfer to Sage, for cancellation, the shares in Sage that the POP Church and School received pursuant to the District Plan; and
    - (iii) as of December 19, 2017, to forgo any further distributions that the POP Church and School may have been or may be entitled to under the District Plan;
  - (b) the District agrees:
    - (i) in recognition of the transfer of the Buildings to Sage, the amount of the Indebtedness is reduced by \$4,654,022; and
    - (ii) to release the POP Church and School from all claims relating to the remaining face value of the Indebtedness and any remaining interest owed on the Indebtedness.
9. Attached hereto and marked as **Exhibit “B”** is a copy of the Settlement Agreement between the POP Church and School and the District, reflecting the above terms.
10. I understand that the Monitor has reviewed the Settlement Agreement attached as **Exhibit “B”**, and supports this Application to have the Settlement Agreement approved and

implemented. I also understand that the District Creditors' Committee is supportive of the terms of the settlement between the POP Church and School and the District.

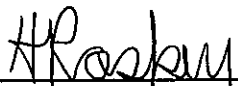
**Sale of the Parsonage Lot**

11. ECHS is the registered owner of a vacant lot in the Prince of Peace Village located at the municipal address of 285011 Luther Rose Boulevard in Rocky View County (the "**Parsonage Lot**"). Attached hereto and marked as **Exhibit "C"** is the Certificate of Title for the Parsonage Lot.
12. Concentra Trust, in trust for DIL, held two Mortgages and had registered two Caveats re: Assignment of Rents and Leases on the Certificate of Title to the Parsonage Lot. These two Mortgages and two Caveats re: Assignment of Rents and Leases were recently assigned to the District pursuant to an Assignment Agreement between Concentra Trust, DIL, and the District. Attached hereto and marked as **Exhibit "D"** is a copy of this Assignment Agreement.
13. The Parsonage Lot has been marketed by RE/MAX Len T. Wong & Associates Real Estate ("**RE/MAX**") since February 2016. The current list price of the Parsonage Lot is \$79,900, most recently reduced from \$119,000.
14. RE/MAX has had substantial difficulty in selling the Parsonage Lot. I am advised by Len Wong with RE/MAX that challenges associated with selling the Parsonage Lot include:
  - (a) the uncertainty surrounding a prospective purchaser's ability to rezone the Parsonage Lot to allow for construction of a duplex as opposed to a single family dwelling; and
  - (b) concerns related to the resale value of the Parsonage Lot, given the restrictions set out in the bylaws of the condominium corporation for the Prince of Peace Village.
15. On February 6, 2018, Limetwig Homes Inc. (the "**Purchaser**") offered to purchase the Parsonage Lot for \$50,000 (the "**Purchase Price**"), subject to various conditions, including Court approval, which must be obtained by March 10, 2018. This offer was accepted. Attached hereto and marked as **Exhibit "E"** is a copy of the Residential Resale

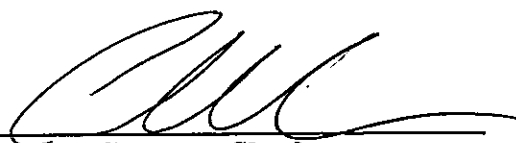
Condominium Property Purchase Contract for the Parsonage Lot (the “Purchase Contract”).

- 16. As of February 12, 2018, the Purchaser delivered a Notice indicating that its conditions of the purchase of the Parsonage Lot were unilaterally waived or have been satisfied. Attached hereto and marked as Exhibit “F” is a copy of this Notice.
- 17. I understand that the Monitor, the District Creditors’ Committee, and the DIL Creditors’ Committee support this Application to approve the purchase of the Parsonage Lot by the Purchaser for the Purchase Price, as well as to discharge the Mortgages bearing Registration Numbers 111 319 853 and 11 319 855, and the Caveats re: Assignment of Rents and Leases bearing Registration Numbers 111 319 854 and 111 319 856, on the Certificate of Title to the Parsonage Lot.

SWORN BEFORE ME at Calgary, Alberta,  
this 1<sup>st</sup> day of March, 2018.

  
 \_\_\_\_\_  
 Commissioner for Oaths in and for the  
 Province of Alberta

**Hannah Roskey**  
Barrister & Solicitor

  
 \_\_\_\_\_  
**Cameron Sherban**

# **EXHIBIT "A"**

# Prince of Peace Lutheran Church

## BALANCE SHEET

As of October 31, 2017

	TOTAL
<b>ASSETS</b>	
Current Assets	
1218 Accrued Receivables	53,188.96
Cash and cash equivalents	
1000 CEF Savings	-5,984.72
1000.1 Linda Nikolaj Bursery	1,374.86
1003 Parsonage	2,536.28
1004 Sports Ministry	3,711.58
1005 Paving	12.57
1006 Choir Robes	1,680.02
1007 Bldg Fund	274.00
1008 Graduation	2,225.95
1009 LC General	130.99
1020 Computer	22.20
1021 Classroom Furniture.	111.14
1022 Staff Appre.	87.26
1023 PLI	1,662.77
Total 1000 CEF Savings	7,844.90
1150 ATB Chequing	65,999.04
1160 ATB Savings	0.00
1165 ATB Savings Designated	40,764.58
1170 ATB INVESTMENTS	0.00
Total Cash and cash equivalents	\$114,608.52
Accounts receivable (A/R)	
1200 Accounts Receivable	0.00
1218 Accrued Receivables	2,939.09
Total Accounts receivable (A/R)	\$2,939.09
Total Current Assets	\$170,736.57
Non-current Assets	
1435 Equipment - Church	16,600.00
1535 Accum Amort - Equipment/Church	-16,600.00
Property, plant and equipment:	
1410 Church/School Building	0.00
1430 Equipment - School	0.00
1450 Busses / Vehicles	11,428.00
1460 Church/School Garage	0.00
1510 Accdepr Church Building	0.00
1530 Accum Amort - Equipment/School	0.00
1550 Accdep Vehicles	-11,428.00
1560 Accdep Chur/School Garage	0.00
Total Property, plant and equipment:	\$0.00
Total Non-current Assets	\$0.00
Total Assets	\$170,736.57
<b>LIABILITIES AND EQUITY</b>	
Current Liabilities	
2100 2210 Payroll Liabilities	14,475.77

This is Exhibit "A" referred to in the  
Affidavit of  
CAMERON SHERBAN  
Sworn before me this 1<sup>st</sup> day  
of MARCH A.D. 2018  
H Roskey  
A Notary Public, A Commissioner for Oaths  
in and for the Province of Alberta

**Hannah Roskey**  
Barrister & Solicitor

	TOTAL
2200 GST/HST Payable	-12,729.41
2220 LCC Pension	0.00
2310 Unearned School Fees	0.00
2311 School Registration	0.00
2312 Preschool Registration 15-16	0.00
2313 Preschool Volunteer Fee 15-16	0.00
<b>Total 2310 Unearned School Fees</b>	<b>0.00</b>
2320 Facilities Rental Dep	0.00
2330 Flow Through Funds- Church	1,622.30
2330.1 Bibles and Catechisms	-284.73
2330.3 Preschool Volunteer Refund	0.00
2330.4 Oct 2016 Turkey Supper	0.00
2330.5 Rental Deposit (hold - refund)	900.00
2331 CLWR	0.00
2332 LAMP	0.00
2333 Concordia Sem.	0.00
2335 Lutheran Hour (send to LLL)	0.00
2336 Debt Recuction	0.00
2337 Linda N Memorial Fund	4,374.86
2338 Ladies Group	0.00
2339 Youth	4,747.06
2340 Sem Student support	0.00
2341 LLL	0.00
2342 Faith Life	0.00
2344 Ambassadors for Reconciliation	0.00
2345 POP Ladies Tables and Chairs	0.00
2347 Mustard Seed	0.00
2348 Other	2,471.18
4112.2 Benevolence Fund	2,508.80
<b>Total 2330 Flow Through Funds- Church</b>	<b>16,339.47</b>
7300 School Flow Through Accounts	0.00
7155 POS Transactions	0.00
7311 Flow Through POP Parent Council	0.00
7315 Flow Through Terry Fox	0.00
7320 Special Offering	0.00
7325 Sports Activities Teams RVSD	0.00
7326 Sports Tourney Host Teams POP	0.00
7333 Band Instrument Rentals/Repairs	0.00
7340 Flow Through Chapel	0.00
7350 Flow Through POP Can Recycling	0.00
7360 Aug 2016 LTA Conference	0.00
7370 Flow Through Graduation	0.00
7390 Staff Hospitality	0.00
<b>Total 7300 School Flow Through Accounts</b>	<b>0.00</b>
<b>Payroll Liabilities</b>	
DC Pension TMR	0.00
Employee Paid Benefits DMK	68.38
Employee Paid Benefits PKH	0.00
Employee Paid Benefits SAR	0.00
Employee Paid Benefits SE	0.00
Employee Paid Benefits TMR	0.00
Federal Taxes	0.00
LCC Pension DMK	219.46



	TOTAL
LCC Pension PKH	0.00
LCC Pension SAR	0.00
LCC Pension SE	0.00
LCC Pension TMR	0.00
LTD Payroll Deduction DMK	70.18
LTD Payroll Deduction PKH	0.00
LTD Payroll Deduction SAR	0.00
LTD Payroll Deduction SE	0.00
LTD Payroll Deduction TMR	0.00
<b>Total Payroll Liabilities</b>	<b>358.02</b>
Accounts Payable	
2000 Accounts Payable	35,842.09
<b>Total Accounts Payable</b>	<b>\$35,842.09</b>
<b>Total Current Liabilities</b>	<b>\$54,285.94</b>
Non-current liabilities:	
2410 'A' ABC District Loan	1,815,344.00
2411 'B' ABC District Loan	6,000,000.01
2430 Emerg Ln Draw-ABC Dist Chu	0.00
<b>Total Non-current liabilities:</b>	<b>\$7,815,344.01</b>
Equity	
3110 Members Equity- Church	0.00
3115 Capital Equity -Church	-2,525,947.02
3210 Retained Earnings-Church	-5,178,045.14
Profit for the year	5,098.78
<b>Total Equity</b>	<b>\$ -7,698,893.38</b>
<b>Total Liabilities and Equity</b>	<b>\$170,736.57</b>

# Prince of Peace Lutheran Church

## PROFIT AND LOSS

September 2016 - August 2017

	TOTAL
<b>INCOME</b>	
4110 Church Offerings	
4111 General Offerings	147,515.09
4112 Special Offerings	
4112.1 Mission	0.00
4112.3 Memorial Fund	150.00
<b>Total 4112 Special Offerings</b>	<b>150.00</b>
4113 Gen Offer (fr Sunday School)	31.50
<b>Total 4110 Church Offerings</b>	<b>147,696.59</b>
4130 Rental Revenue	7,410.00
4132 Sale of Items	230.00
4150 RVSD Lease	68,093.64
4160 Interest	257.56
4165 EnCharis	15,000.00
4170 Bussing	300.00
4172 POP Fees	173,119.76
4173 RVSD Field Trip Transportation	4,160.60
4174 Bus Sales (Proceeds)	8,050.00
4175 School Budget for Bussing	36,000.00
4176 Bussing Fundraising Income	600.00
<b>Total 4170 Bussing</b>	<b>222,230.36</b>
4210 Preschool Income	22.00
4212 Tuition	26,918.00
4214 Surplus Preschool Volunt Rebate	10,470.00
<b>Total 4210 Preschool Income</b>	<b>37,410.00</b>
7205 Photocopy Revenue	0.00
<b>Total Income</b>	<b>\$498,328.15</b>
<b>GROSS PROFIT</b>	<b>\$498,328.15</b>
<b>EXPENSES</b>	
5100 Payroll Expenses	
5110 Salaries	
5114 Preschool Teacher	60.00
5115 Honoraria (Guest Preacher)	679.89
<b>Total 5110 Salaries</b>	<b>739.89</b>
5120 Employee Benefits	
5121 WCB	1,842.45
5124 LCC	20,724.44
<b>Total 5120 Employee Benefits</b>	<b>22,566.89</b>
Taxes	13,556.54
Wages	243,650.11
<b>Total 5100 Payroll Expenses</b>	<b>280,513.43</b>
5200 Tithes To ABC District	9,200.00
5205 Tithes to LCC for Missions	4,600.00
5300 Administration	
5320 Comp. Software/Lic./Subs.	1,054.95
5330 Hospitality	81.74

	TOTAL
5360 Office Supplies	86.92
5360.1 Office Supplies & Stationary	229.56
5362 Telephone	3,163.82
<b>Total 5360 Office Supplies</b>	<b>3,480.30</b>
5380 Travel Cost	
5380.1 Mileage Pastor	3,256.15
<b>Total 5380 Travel Cost</b>	<b>3,256.15</b>
<b>Total 5300 Administration</b>	<b>7,873.14</b>
5400 Professional Development	
5410 Conventions	1,483.00
5415 T4M	200.00
5420 Recruitment/ Police Checks	30.00
<b>Total 5400 Professional Development</b>	<b>1,713.00</b>
5500 Board of Directors	1,766.97
5510 BOD Liability Insurance	3,154.00
<b>Total 5500 Board of Directors</b>	<b>4,920.97</b>
5700 Interest Charges	
5730 Bank Service Charges	1,158.25
<b>Total 5700 Interest Charges</b>	<b>1,158.25</b>
5820 GST Expense 2	571.40
6100 Christian Education	56.67
6110 Bible Studies	-87.12
6130 Preschoo. Expense	
6131 Supplies	446.15
6133 Substitute Teacher	125.00
6134 Professional Development	110.00
6137 Rebate for Volunteers	1,120.00
<b>Total 6130 Preschool Expense</b>	<b>1,801.15</b>
6160 Reading Material	1,303.63
<b>Total 6100 Christian Education</b>	<b>3,074.33</b>
6320 Youth	-50.00
6600 Properties	10.00
6610 Building Maintenance	1,970.19
6611 Garbage Removal	2,079.51
6613 Janitorial Supplies	992.23
6614 Security System	1,180.67
6615 Utilities-Gas/Power	-95.15
6617 Facility Management	816.00
<b>Total 6610 Building Maintenance</b>	<b>6,943.45</b>
6620 Bus Maintenance	123.26
6620.1 Bus Fuel	23,231.16
6620.2 Insurance Vehicle (Bus)	13,740.46
6620.3 Reg. Op. Authority	283.60
6620.6 Training Sup. Admin Bus Phone	1,085.45
66210 Bus 10 Maintenance	2,096.16
66211 Bus 11 Maintenance	2,713.21
66212 Bus 12 Maintenance	3,434.25
66213 Bus 13 Maintenance	8,815.74
66214 Bus 14 Maintenance	2,817.24
66215 Bus 15 Maintenance	4,629.86
6628 Bus 8 Maint.	582.71
6629 Bus 9 Maint.	3,747.84

	TOTAL
Total 6620 Bus Maintenance	67,300.94
6630 Equipment Maintenance	70.30
6650 Grounds Maintenance	210.00
6660 Insurance	13,244.10
6670 Depreciation	
6671 Vehicles Depr.	31,422.11
6673 Equipment Depr	-67,659.12
Total 6670 Depreciation	-36,237.01
6680 Electrical Maint.	66.60
Total 6600 Properties	51,608.38
6700 Stewardship	137.80
6800 Worship	
6810 Worship Supplies	1,996.49
6840 Special Services	65.10
Total 6800 Worship	2,061.59
9100 Misc Income/Expenses	32,050.00
Total Expenses	\$399,432.29
PROFIT	\$98,895.86

# **EXHIBIT “B”**

SETTLEMENT AGREEMENT

THIS AGREEMENT made effective the 27 day of February, 2018.

BETWEEN:

LUTHERAN CHURCH, CANADA - THE ALBERTA - BRITISH COLUMBIA DISTRICT

(the "District")

- and -

PRINCE OF PEACE CHURCH AND SCHOOL

(the "POP Church and School")

(Collectively referred to as the "Parties")

This is Exhibit " B " referred to in the Affidavit of

.....CAMERON SHERBAN.....

Sworn before me this 1<sup>st</sup> day

of MARCH A.D. 2018

.....*Hannah Roskey*.....

A Notary Public, A Commissioner for Oaths in and for the Province of Alberta

WHEREAS the District has advanced two loans to the POP Church and School (the "Loans") which were used to construct the buildings that house the POP Church and School (the "Buildings") and to fund other church activities;

AND WHEREAS as part of the Plan of Compromise and Arrangement of the District (the "District Plan"), the POP Church and School agreed to transfer the Buildings to Sage Properties Corp. ("Sage");

AND WHEREAS the POP Church and School has provided the District with information to support that the amount of \$4,654,022 from the Loans was used to construct the Buildings;

AND WHEREAS the total amount owing under the Loans is approximately \$8,720,024.26, inclusive of interest accrued to December 31, 2015, and \$1,815,346.02, inclusive of interest accrued to August 14, 2016 (collectively, the "Indebtedness");

AND WHEREAS the District and the POP Church and School wish to settle the Indebtedness, in accordance with the terms set out herein;

NOW THEREFORE in consideration of the terms, covenants, and conditions set out below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1 TERMS OF SETTLEMENT

1.1 Court Approval

- (a) The terms of this Agreement are subject to the approval of the Alberta Court of Queen's Bench (the "Approval Order").

## 1.2 Settlement

- (a) The POP Church and School agrees:
  - (i) to pay to the District the lump-sum amount of \$40,000, within 1 week of the date of filing of the Approval Order;
  - (ii) to transfer to Sage, for cancellation, the shares in Sage that the POP Church and School received pursuant to the District Plan, within 1 week of the date of filing of the Approval Order; and
  - (iii) as of December 19, 2017, to forgo any further distributions that the POP Church and School may have been or may be entitled to under the District Plan.
- (b) The District agrees:
  - (i) the amount of the Indebtedness is reduced by the amount of \$4,654,022, in recognition of the transfer of the Buildings from the POP Church and School to Sage; and
  - (ii) to release the POP Church and School from all claims relating to the remaining face value of the Indebtedness and any interest owed on the Indebtedness.

## 2 GENERAL

### 2.1 Entire Agreement

- (a) This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, warranties, representations, negotiations, and discussions, whether oral or written, of the Parties, except as specifically set forth herein.

### 2.2 Non-Waiver

- (a) No consent or waiver, express or implied, by either Party to or of any breach or default by the other Party in the performance by the other Party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of obligations by such Party. Failure on the part of either Party to complain of any act or failure to act of the other Party or to declare the other Party in default, irrespective of how long such failure continues, shall not constitute a waiver by such Party of its rights hereunder.

### 2.3 Governing Law and Submission to Jurisdiction

- (a) 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, and the Parties attorn to the exclusive jurisdiction of the Court of Queen's Bench of Alberta in the Judicial Centre of Calgary.

**2.4 Time of Essence**

- (a) Time shall be of the essence of this Agreement and of every part hereof.

**2.5 Unenforceable Terms**

- (a) In the event that any particular provision or provisions of this Agreement is or are determined to be invalid, illegal, or unenforceable in any respect, then the particular provision or provisions will be deemed to be severed from this Agreement and this Agreement will not in any way be affected or impaired.

**2.6 Further Assurances**

- (a) Each Party will, from time to time both during the term of this Agreement and after its termination, as requested and without further consideration, do such further acts and deliver all such further assurances, deeds, and documents as shall be reasonably required in order to fully perform and carry out the terms of this Agreement.

**2.7 Counterparts**

- (a) This Agreement may be executed in several counterparts each of which when so executed shall be deemed to be an original, and such counterparts shall constitute the one and same instrument and notwithstanding their date of execution shall be deemed to bear date as of the date of this Agreement. Facsimile, email, scanned, or photocopied signatures to this Agreement shall be as effective as originals and may be delivered by electronic transmission, including email.

*[Remainder of page intentionally left blank]*



IN WITNESS WHEREOF this Agreement has been executed by the Parties hereto as of the date first written above.

**LUTHERAN CHURCH, CANADA - THE  
ALBERTA - BRITISH COLUMBIA  
DISTRICT**

By:   
Authorized Signatory

**PRINCE OF PEACE CHURCH AND  
SCHOOL**

By:  (LENNARD SIHLIS, CHAIRMAN)  
Authorized Signatory

# **EXHIBIT “C”**



-----  
ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

# 061 231 885 +191

REGISTRATION

NUMBER      DATE (D/M/Y)      PARTICULARS

-----

GRANTEE - SHAW CABLESYSTEMS LIMITED.  
AS TO PORTION OR PLAN:9812470  
"DATA UPDATED BY: CHANGE OF NAME 021448686"

981 274 379	08/09/1998	AGREEMENT RE: EASEMENT, ENCROACHMENT AND PARTY WALL
981 274 372	08/09/1998	EASEMENT OVER AND FOR BENEFIT OF: SEE INSTRUMENT "ENDORSED BY 991265940 ON 19990913"
001 042 374	15/02/2000	EASEMENT SEE EASEMENT FOR DOMINANT & SERVIENT TENEMENT
111 319 853	07/12/2011	MORTGAGE MORTGAGEE - CONCENTRA TRUST. 7100 ADA BOULEVARD EDMONTON ALBERTA T5B4E4 ORIGINAL PRINCIPAL AMOUNT: \$4,000,000
111 319 854	07/12/2011	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - CONCENTRA TRUST. 7100 ADA BOULEVARD EDMONTON ALBERTA T5B4E4 AGENT - JOHN B WILLIAMS
111 319 855	07/12/2011	MORTGAGE MORTGAGEE - CONCENTRA TRUST. 7100 ADA BLVD EDMONTON ALBERTA T5B4E4 ORIGINAL PRINCIPAL AMOUNT: \$3,950,000 (DATA UPDATED BY: TRANSFER OF MORTGAGE 141049523)
111 319 856	07/12/2011	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - CONCENTRA TRUST. 7100 ADA BLVD EDMONTON ALBERTA T5B4E4 (DATA UPDATED BY: TRANSFER OF CAVEAT 141049524)

( CONTINUED )

\* ADDITIONAL REGISTRATIONS MAY BE SHOWN ON THE CONDOMINIUM ADDITIONAL  
PLAN SHEET

TOTAL INSTRUMENTS: 009

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN  
ACCURATE REPRODUCTION OF THE CERTIFICATE OF  
TITLE REPRESENTED HEREIN THIS 23 DAY OF  
FEBRUARY, 2018 AT 01:08 P.M.

ORDER NUMBER: 34606675

CUSTOMER FILE NUMBER: 307842.00003



\*END OF CERTIFICATE\*

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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).

# **EXHIBIT “D”**

This is Exhibit "D" referred to in the Affidavit of

CAMERON SHERBAN

Sworn before me this 1<sup>st</sup> day of MARCH A.D. 2018

**PARTIAL ASSIGNMENT AGREEMENT**

THIS AGREEMENT is made the 27<sup>th</sup> day of FEBRUARY, 2018.

H. Roskey  
A Notary Public, A Commissioner for Oaths in and for the Province of Alberta

AMONG:

**CONCENTRA TRUST, AS TRUSTEE OF LUTHERAN CHURCH-CANADA, THE ALBERTA-BRITISH COLUMBIA DISTRICT INVESTMENTS LTD. (RSP-694/RIF 1294), of 7040 Ada Boulevard, Edmonton, Alberta, T5B 4E3 (the "Assignor")**

**Hannah Roskey**  
Barrister & Solicitor

- and -

**LUTHERAN CHURCH - CANADA, THE ALBERTA - BRITISH COLUMBIA DISTRICT, of 7040 Ada Boulevard, Edmonton, Alberta, T5B 4E3 (the "Assignee")**

- and -

**ENCHARIS COMMUNITY HOUSING AND SERVICES, of Suite 131, 285030 Luther Rose Boulevard NE, Calgary, Alberta, T1X 1M9 (the "Third Party")**

**WHEREAS:**

- A. the Third Party granted a mortgage to the Assignor dated November 17, 2011, securing the repayment of \$4,000,000 (the "**First Mortgage**") respecting those lands set out in Schedule "A" attached thereto (the "**Retained Lands**") and those lands set out in Schedule "B" attached hereto (the "**Assigned Lands**", and together with the Retained Lands, the "**Lands**"), registered at the Land Titles Office against the Assigned Lands under registration number 111 319 853;
- B. the Third Party granted a general assignment of rents and leases to the Assignor dated November 17, 2011 (the "**First Assignment of Rents**") respecting the Lands, registered at the Land Titles Office against the Assigned Lands under registration number 111 319 854;
- C. the Third Party granted a mortgage to the Assignor dated November 17, 2011, securing the repayment of \$3,950,000 (the "**Second Mortgage**", and together with the First Mortgage, the "**Mortgages**") respecting the Lands, registered at the Land Titles Office against the Assigned Lands under registration number 111 319 855;
- D. the Third Party granted a general assignment of rents and leases to the Assignor dated November 17, 2011 (the "**Second Assignment of Rents**", and together with the First Assignment of Rents, the "**Assignments of Rents**") respecting the Lands, registered at the Land Titles Office against the Assigned Lands under registration number 111 319 856;

- E. the Assignor wishes, on and subject to the terms and conditions of this Agreement, to partially transfer and assign to the Assignee the Assignor's right, title and interest in and to the Mortgages and the Assignments of Rents only with respect to the Assigned Lands (collectively, the "Assigned Agreements");
- F. with respect to the Retained Lands, the Mortgages and Assignments of Rents shall continue in full force and effect unamended in every respect; and
- G. the Assignor, the Assignee and the Third Party have agreed to enter into this Agreement;

**NOW THEREFORE**, in consideration of the foregoing, the premises and the mutual agreements and covenants contained in this Agreement and the sum of Ten Dollars (\$10) paid by each of the parties hereto to the others and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby covenant and agree as follows:

**1. Assignment by the Assignor**

The Assignor hereby absolutely assigns, transfers and conveys unto the Assignee all of the Assignor's right, title and interest, both at law and in equity, in and to the Assigned Agreements, to the extent the same relate only to the Assigned Lands, together with all benefits and advantages to be derived therefrom, to have and to hold the same for its sole use and benefit absolutely. The Assignor and Assignee acknowledge that the assignment hereunder is not made with respect to the Retained Lands.

**2. Acceptance and Assumption by the Assignee**

The Assignee hereby accepts the assignment, transfer and conveyance of the Assigned Agreements and covenants and agrees with the Assignor and the Third Party to thereupon and thereafter be bound by and observe, carry out and perform and fulfill all of the covenants, conditions, obligations and liabilities of the Assignor under the Assigned Agreements, to the same extent and with the same force and effect as if the Assignee had been originally named as a party to the Assigned Agreements in the place and stead of the Assignor.

**3. Third Party**

The Third Party:

- (a) hereby consents to the assignment set forth in this Agreement and accepts the Assignee as a party to the Assigned Agreements to the same extent and with the same force and effect as if the Assignee had been originally named as a party to the Assigned Agreements;
- (b) hereby covenants and agrees that the Assignee shall be entitled to hold and enforce all of the benefits, rights and privileges of the Assignor under the Assigned Agreements to the same extent and with the same force and effect as if the Assignee had been originally named as a party to the Assigned Agreements,



and the Assigned Agreements shall continue in full force and effect with the Assignee substituted as a party thereto in the place and stead of the Assignor;

- (c) hereby releases and discharges the Assignor from the observance and performance of all terms and covenants of the Assigned Agreements and from all obligations, liabilities, claims and demands which arise or occur on or after the date hereof under the Assigned Agreements;
- (d) does not release and discharge the Assignor from any obligation or liability which had arisen or accrued prior to the date hereof or which does not relate to the Assigned Agreements;
- (e) acknowledges and agrees that with respect to the Retained Lands, the Mortgages and Assignments of Rents shall continue in full force and effect unamended in every respect; and
- (f) covenants and agrees with the Assignee that:
  - (i) the Assigned Agreements disclose all aspects of the rights of the Third Party and the Assignor against each other, and there are no other collateral representations, warranties or other obligations except as set out therein;
  - (ii) there are no rights or equities outstanding between the Third Party and the Assignor except as disclosed by the Assigned Agreements;
  - (iii) neither the Third Party nor the Assignor is in default in the observance of any of their respective obligations under the Assigned Agreements; and
  - (iv) the Third Party has no claim, charge, lien, or right of set-off for damages pursuant to the Assigned Agreements or otherwise for the amounts due or to become due thereunder from the Assignor, other than as specified in the Assigned Agreements.

#### 4. **No Assignment or Discharge**

The Assignor has not done or committed any act, matter or thing whereby any part of the Assigned Agreements has been assigned, released or discharged either partially or in its entirety.

#### 5. **Address of Assignee**

The address of the Assignee for notices under the Assigned Agreements shall be:

**LUTHERAN CHURCH - CANADA, THE ALBERTA - BRITISH  
COLUMBIA DISTRICT**

7040 Ada Boulevard, Edmonton, Alberta, T5B 4E3

Attention: Glenn Schaeffer

Email: GSchaeffer@lccabc.ca

6. **Further Assurances**

The parties hereto hereby covenant and agree that, at any time and from time to time after the date hereof, they will, upon the request of any other party hereto, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, deeds, assignments, transfers, conveyances and assurances as may be reasonably required to effect the purpose of this Agreement and carry out its provisions.

7. **Applicable Law/Attornment**

This Agreement will be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein (without application of the principles of conflicts of laws). For the purpose of all legal proceedings, this Agreement will be deemed to have been performed in the Province of Alberta and the parties hereto hereby irrevocably submit to the non-exclusive jurisdiction of the courts of the Province of Alberta, judicial district of Calgary, for all matters arising out of or in connection with this Agreement or any of the transactions contemplated hereby.

8. **Amendment**

This Agreement may only be amended, modified or supplemented by a written agreement signed by the parties hereto.

9. **Enurement**

This Agreement will be binding upon and enure to the benefit of the parties hereto and their respective successors and assigns.

10. **Severability**

If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement or the application of such term, covenant or condition to a person or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining term, covenant or condition of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law.

11. **Execution**

This Agreement may be executed in separate counterparts, including by facsimile or portable document format (PDF), and the signing or execution by way of facsimile, portable document format (PDF) or counterpart will have the same effect as the signing or execution of the original.

12. **Defined Terms**

Terms used herein but not otherwise defined find their meaning in the Purchase Agreement.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed in their names and on their behalf by their duly authorized signatories as of the date first written above.

CONCENTRA TRUST, AS TRUSTEE OF  
LUTHERAN CHURCH-CANADA, THE  
ALBERTA-BRITISH COLUMBIA  
DISTRICT INVESTMENTS LTD. (RSP-  
694/RIF 1294)



**Karen Bradley**  
Vice-President, Estates & Trusts

Per: *Dece*  
Name: Dawn Bell  
Title: VP Registered Plans

LUTHERAN CHURCH - CANADA, THE  
ALBERTA - BRITISH COLUMBIA  
DISTRICT

Per: *Rev. Glenn Schaffner*  
Name:  
Title: Pres. Dist.

ENCHARIS COMMUNITY HOUSING  
AND SERVICES

Per: *[Signature]*  
Name: CAM SHERIDAN  
Title: CEO

**SCHEDULE "A"**  
**RETAINED LANDS**

Plan 9712096  
Block 1  
containing 22.29 hectares (55.08 acres) more or less  
EXCEPTING THEREOUT:

Plan	Number	Hectares	(Acres)	More or Less
Subdivision	0311251	1.90	4.70	

EXCEPTING THEREOUT ALL MINES AND MINERALS  
Plan 9712096  
Block 2  
EXCEPTING THEREOUT ALL MINES AND MINERALS

Plan 0311251  
Block 4  
Lot 1  
EXCEPTING THEREOUT ALL MINES AND MINERALS

Meridian 4 Range 28 Township 24  
Section 2  
Portion of South West Quarter  
Lying South of Right of Way RY 331  
Containing 40.9 hectares (101 acres) more or less  
EXCEPTING THEREOUT ALL MINES AND MINERALS

Condominium Plan 9812469  
Unit 1  
and 69 undivided one ten thousandth shares in the common property  
EXCEPTING THEREOUT ALL MINES AND MINERALS

Condominium Plan 9812469  
Unit 3  
and 66 undivided one ten thousandth shares in the common property  
EXCEPTING THEREOUT ALL MINES AND MINERALS

Condominium Plan 9812469  
Unit 5  
and 61 undivided one ten thousandth shares in the common property  
EXCEPTING THEREOUT ALL MINES AND MINERALS

Condominium Plan 9812469  
Unit 6

and 59 undivided one ten thousandth shares in the common property  
EXCEPTING THEREOUT ALL MINES AND MINERALS

Condominium Plan 9812469

Unit 9

and 42 undivided one ten thousandth shares in the common property  
EXCEPTING THEREOUT ALL MINES AND MINERALS

Condominium Plan 9812469

Unit 10

and 71 undivided one ten thousandth shares in the common property  
EXCEPTING THEREOUT ALL MINES AND MINERALS

Condominium Plan 9812469

Unit 11

and 62 undivided one ten thousandth shares in the common property  
EXCEPTING THEREOUT ALL MINES AND MINERALS

Condominium Plan 9812469

Unit 12

and 58 undivided one ten thousandth shares in the common property  
EXCEPTING THEREOUT ALL MINES AND MINERALS

Condominium Plan 9812469

Unit 17

and 58 undivided one ten thousandth shares in the common property  
EXCEPTING THEREOUT ALL MINES AND MINERALS

Condominium Plan 9812469

Unit 18

and 60 undivided one ten thousandth shares in the common property  
EXCEPTING THEREOUT ALL MINES AND MINERALS

Condominium Plan 9812469

Unit 19

and 72 undivided one ten thousandth shares in the common property  
EXCEPTING THEREOUT ALL MINES AND MINERALS

Condominium Plan 9812469

Unit 20

and 68 undivided one ten thousandth shares in the common property  
EXCEPTING THEREOUT ALL MINES AND MINERALS

Condominium Plan 9812469

Unit 29

and 63 undivided one ten thousandth shares in the common property

EXCEPTING THEREOUT ALL MINES AND MINERALS

Condominium Plan 9812469

Unit 30

and 57 undivided one ten thousandth shares in the common property

EXCEPTING THEREOUT ALL MINES AND MINERALS

Condominium Plan 9812469

Unit 33

and 65 undivided one ten thousandth shares in the common property

EXCEPTING THEREOUT ALL MINES AND MINERALS

Condominium Plan 9812469

Unit 34

and 65 undivided one ten thousandth shares in the common property

EXCEPTING THEREOUT ALL MINES AND MINERALS

Condominium Plan 9812469

Unit 35

and 60 undivided one ten thousandth shares in the common property

EXCEPTING THEREOUT ALL MINES AND MINERALS

Condominium Plan 0011410

Unit 41

and 66 undivided one ten thousandth shares in the common property

EXCEPTING THEREOUT ALL MINES AND MINERALS

Condominium Plan 0011410

Unit 43

and 81 undivided one ten thousandth shares in the common property

EXCEPTING THEREOUT ALL MINES AND MINERALS

Condominium Plan 0011410

Unit 46

and 42 undivided one ten thousandth shares in the common property

EXCEPTING THEREOUT ALL MINES AND MINERALS

Condominium Plan 0011410

Unit 47

and 42 undivided one ten thousandth shares in the common property

EXCEPTING THEREOUT ALL MINES AND MINERALS

Condominium Plan 0011410

Unit 48

and 70 undivided one ten thousandth shares in the common property

EXCEPTING THEREOUT ALL MINES AND MINERALS

Condominium Plan 0011410

Unit 49

and 77 undivided one ten thousandth shares in the common property  
EXCEPTING THEREOUT ALL MINES AND MINERALS

Condominium Plan 0011410

Unit 50

and 43 undivided one ten thousandth shares in the common property  
EXCEPTING THEREOUT ALL MINES AND MINERALS

Condominium Plan 0011410

Unit 51

and 43 undivided one ten thousandth shares in the common property  
EXCEPTING THEREOUT ALL MINES AND MINERALS

Condominium Plan 0011410

Unit 52

and 77 undivided one ten thousandth shares in the common property  
EXCEPTING THEREOUT ALL MINES AND MINERALS

Condominium Plan 0011410

Unit 54

and 42 undivided one ten thousandth shares in the common property  
EXCEPTING THEREOUT ALL MINES AND MINERALS

Condominium Plan 0011410

Unit 55

and 42 undivided one ten thousandth shares in the common property  
EXCEPTING THEREOUT ALL MINES AND MINERALS

Condominium Plan 0011410

Unit 56

and 73 undivided one ten thousandth shares in the common property  
EXCEPTING THEREOUT ALL MINES AND MINERALS

Condominium Plan 0011410

Unit 57

and 65 undivided one ten thousandth shares in the common property  
EXCEPTING THEREOUT ALL MINES AND MINERALS

Condominium Plan 0011410

Unit 58

and 65 undivided one ten thousandth shares in the common property  
EXCEPTING THEREOUT ALL MINES AND MINERALS



Condominium Plan 0011410

Unit 59

and 66 undivided one ten thousandth shares in the common property  
EXCEPTING THEREOUT ALL MINES AND MINERALS

Condominium Plan 0013287

Unit 64

and undivided 68 one ten thousandth shares in the common property  
EXCEPTING THEREOUT ALL MINES AND MINERALS

Condominium Plan 0013287

Unit 67

and 41 undivided one ten thousandth shares in the common property  
EXCEPTING THEREOUT ALL MINES AND MINERALS

Condominium Plan 0013287

Unit 69

and 65 undivided one ten thousandth shares in the common property  
EXCEPTING THEREOUT ALL MINES AND MINERALS

Condominium Plan 0013287

Unit 70

and 70 undivided one ten thousandth shares in the common property  
EXCEPTING THEREOUT ALL MINES AND MINERALS

Condominium Plan 0013287

Unit 73

and 70 undivided one ten thousandth shares in the common property  
EXCEPTING THEREOUT ALL MINES AND MINERALS

Condominium Plan 0013287

Unit 74

and 79 undivided one ten thousandth shares in the common property  
EXCEPTING THEREOUT ALL MINES AND MINERALS

Condominium Plan 0013287

Unit 75

and 52 undivided one ten thousandth shares in the common property  
EXCEPTING THEREOUT ALL MINES AND MINERALS

Condominium Plan 0013287

Unit 77

and 81 undivided one ten thousandth shares in the common property  
EXCEPTING THEREOUT ALL MINES AND MINERALS

Condominium Plan 0013287

Unit 78  
and 54 undivided one ten thousandth shares in the common property  
EXCEPTING THEREOUT ALL MINES AND MINERALS

Condominium Plan 0013287  
Unit 79  
and 54 undivided one ten thousandth shares in the common property  
EXCEPTING THEREOUT ALL MINES AND MINERALS

Condominium Plan 0111629  
Unit 87  
and 64 undivided one ten thousandth shares in the common property  
EXCEPTING THEREOUT ALL MINES AND MINERALS

Condominium Plan 0111629  
Unit 88  
and 70 undivided one ten thousandth shares in the common property  
EXCEPTING THEREOUT ALL MINES AND MINERALS

Condominium Plan 0111629  
Unit 89  
and 70 undivided one ten thousandth shares in the common property  
EXCEPTING THEREOUT ALL MINES AND MINERALS

Condominium Plan 0111629  
Unit 93  
and 65 undivided one ten thousandth shares in the common property  
EXCEPTING THEREOUT ALL MINES AND MINERALS

Condominium Plan 0111629  
Unit 99  
and 67 undivided one ten thousandth shares in the common property  
EXCEPTING THEREOUT ALL MINES AND MINERALS

Condominium Plan 0111629  
Unit 102  
and 65 undivided one ten thousandth shares in the common property

EXCEPTING THEREOUT ALL MINES AND MINERALS  
Condominium Plan 0111629

Unit 103  
and 70 undivided one ten thousandth shares in the common property  
EXCEPTING THEREOUT ALL MINES AND MINERALS

Condominium Plan 0113520  
Unit 108

and 68 undivided one ten thousandth shares in the common property  
EXCEPTING THEREOUT ALL MINES AND MINERALS

Condominium Plan 0113520

Unit 109

and 46 undivided one ten thousandth shares in the common property  
EXCEPTING THEREOUT ALL MINES AND MINERALS

Condominium Plan 0113520

Unit 122

and 60 undivided one ten thousandth shares in the common property  
EXCEPTING THEREOUT ALL MINES AND MINERALS

Condominium Plan 0113520

Unit 126

and 47 undivided one ten thousandth shares in the common property  
EXCEPTING THEREOUT ALL MINES AND MINERALS

Condominium Plan 0113520

Unit 127

and 66 undivided one ten thousandth shares in the common property  
EXCEPTING THEREOUT ALL MINES AND MINERALS

Condominium Plan 0113520

Unit 135

and 62 undivided one ten thousandth shares in the common property  
EXCEPTING THEREOUT ALL MINES AND MINERALS

Condominium Plan 0113520

Unit 136

and 61 undivided one ten thousandth shares in the common property  
EXCEPTING THEREOUT ALL MINES AND MINERALS

Condominium Plan 01113520

Unit 143

and 42 undivided one ten thousandth shares in the common property  
EXCEPTING THEREOUT ALL MINES AND MINERALS

Condominium Plan 0113520

Unit 148

and 66 undivided one ten thousandth shares in the common property  
EXCEPTING THEREOUT ALL MINES AND MINERALS

Condominium Plan 0310076

Unit 164

and 50 undivided one ten thousandth shares in the common property

**EXCEPTING THEREOUT ALL MINES AND MINERALS**

Condominium Plan 0310076

Unit 183

and 43 undivided one ten thousandth shares in the common property

**EXCEPTING THEREOUT ALL MINES AND MINERALS**

Condominium Plan 0310076

Unit 190

and 30 undivided one ten thousandth shares in the common property

**EXCEPTING THEREOUT ALL MINES AND MINERALS**

**SCHEDULE "B"**  
**ASSIGNED LANDS**

Condominium Plan 9812469

Unit 39

and 1 undivided one ten thousandth shares in the common property  
**EXCEPTING THEREOUT ALL MINES AND MINERALS**

# **EXHIBIT “E”**

This is Exhibit " E " referred to in the  
Affidavit of

-----CAMERON SHERBAN-----

Sworn before me this 1<sup>ST</sup> day

of MARCH A.D. 2018

-----*Hannah Roskey*-----

A Notary Public, A Commissioner for Oaths  
in and for the Province of Alberta

**Hannah Roskey**  
Barrister & Solicitor



# RESIDENTIAL RESALE CONDOMINIUM PROPERTY PURCHASE CONTRACT

Between

**THE SELLER,**

and

**THE BUYER**

Name Encharis Community Housing and Services

Name Limetwig Homes Inc/per Jean Louis Brodeur

Name \_\_\_\_\_

Name \_\_\_\_\_

## 1. THE PROPERTY

1.1 The Property is

(a) the condominium unit located at:

Municipal address: 285011 Luther Rose Blvd  
(street number and name)

Rocky View County, Alberta T1X 1G2  
(municipality) (postal code)

Project name: Prince of Peace Village

Legal description of titled units:

Residential unit – Condominium Plan: 9812469 Unit: 39 Unit factor: 1

Parking unit(s) – Condominium Plan: \_\_\_\_\_ Unit(s): \_\_\_\_\_ Unit factor(s): \_\_\_\_\_

Storage unit(s) – Condominium Plan: \_\_\_\_\_ Unit(s): \_\_\_\_\_ Unit factor(s): \_\_\_\_\_

(b) these non-titled, assigned or leased areas:

Parking – Stalls assigned: \_\_\_\_\_ Stalls leased: \_\_\_\_\_ Stall numbers: \_\_\_\_\_

Storage – Spaces assigned: \_\_\_\_\_ Spaces leased: \_\_\_\_\_ Space numbers: \_\_\_\_\_

(c) these unattached goods

N/A

(d) the attached goods except for

## 2. PURCHASE PRICE AND COMPLETION DAY

2.1 The Purchase Price is \$50,000

2.2 The Purchase Price includes any applicable Goods and Services Tax (GST).

2.3 This contract will be completed, the Purchase Price fully paid and vacant possession given to the buyer at 12 noon on March 30, 2018 (Completion Day).

2.4 The seller represents and warrants that on Completion Day, the Property will be in substantially the same condition as when this contract was accepted and the attached and unattached goods will be in normal working order.

## 3. GENERAL TERMS

3.1 In fulfilling this contract, the seller and buyer agree to act reasonably and in good faith and agree that:

- (a) unless the seller, buyer or both have agreed to alternate representation, the seller and buyer are each represented by their own sole agent and those agents have no agency responsibility to the other party;
- (b) the laws of Alberta apply to this contract;
- (c) Alberta time applies to this contract. Time is of the essence, which means times and dates will be strictly followed and enforced;
- (d) Business Day means every day but Saturday, Sunday and statutory holidays and includes all the hours of the day;
- (e) a reference to the seller or buyer includes singular, plural, masculine and feminine;
- (f) the seller will disclose known Material Latent Defects. Material Latent Defect means a defect in the Property that is not discoverable through a reasonable inspection and that will affect the use or value of the Property;
- (g) the seller and buyer are each responsible for completing their own due diligence and will assume all risks if they do not;

[es]

[JB]





- (h) the seller will ensure the seller's representations and warranties are true by:
  - (i) reviewing land title and registrations on title;
  - (ii) reviewing a Real Property Report (RPR) for the Property if the Property is a bare land unit;
  - (iii) determining non-resident status for income tax purposes and determining any dower rights; and
  - (iv) doing other needed research;
- (i) the buyer may get independent inspections or advice on items such as condominium documents, RPR for a bare land unit, land title, registrations on title, current and future use, buildings and mechanical systems, property insurance, title insurance, size of the land and buildings, interior and exterior measurements and other items important to the buyer;
- (j) sections 12 and 13 of the *Condominium Property Act* (Alberta) relating to sale of units by developers and rescission of purchase agreement do not apply;
- (k) contract changes that are agreed to in writing will supersede the pre-printed clauses;
- (l) the seller and buyer will read this contract and seek relevant advice before signing it;
- (m) the brokerages, real estate board and listing services may keep and disclose relevant information about this transaction for reporting, statistical, property evaluation and closing purposes; and
- (n) the seller's \_\_\_\_\_ brokerage will provide this contract and related documents to the \_\_\_\_\_ (seller's or buyer's) appointed lawyers for the purpose of closing this contract.

**4. DEPOSITS**

- 4.1 The seller and buyer agree that clauses 4.2 through 4.8 are the terms of trust for the deposits.
- 4.2 The seller and buyer appoint RE/MAX Len T Wong & Associates Real Estate as trustee for the deposit money.
- 4.3 The buyer will pay a deposit of \$5,000, which will form part of the Purchase Price, to the trustee by Bank Draft, on or before February 6, 2018.  
(method of payment)
- 4.4 The buyer will pay an additional deposit of \$ \_\_\_\_\_, which will form part of the Purchase Price, to the trustee by \_\_\_\_\_, on or before \_\_\_\_\_.  
(method of payment)
- 4.5 If the buyer fails to pay a deposit by the agreed date, the seller may void this contract at the seller's option by giving the buyer written notice. The seller's option expires when the seller accepts a deposit, even if late.
- 4.6 The trustee will deposit all deposits into a trust account within three Business Days of receipt.
- 4.7 Interest on the deposits will not be paid to the seller or buyer.
- 4.8 The deposits will be held in trust for both the seller and buyer. Provided funds are confirmed, the deposits will be disbursed, without prior notice, as follows:
  - (a) to the buyer, if after this contract is accepted:
    - (i) a condition is not satisfied or waived in accordance with clause 8.4;
    - (ii) the buyer voids this contract for the seller's failure to provide a Dower Consent and Acknowledgment form in accordance with clause 7.1(b);
    - (iii) the seller voids this contract for the buyer's failure to pay a deposit; or
    - (iv) the seller fails to perform this contract;
  - (b) to the seller, if this contract is accepted and all conditions are satisfied or waived and the buyer fails to perform this contract; or
  - (c) applied against the Fee owed by the seller by payment directly out of trust to the brokerage(s), with any excess amount paid in trust to the seller's lawyer no later than three Business Days prior to the Completion Day. Fee means the amount, plus GST, owed to a real estate brokerage under a written service agreement.
- 4.9 The disbursement of deposits, as agreed to in this section, will not prevent the seller or buyer from pursuing remedies in section 12.

**5. LAND TITLE**

- 5.1 Title to the Property will be free of all encumbrances, liens and interests except for:
  - (a) those implied by law;
  - (b) 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;
  - (c) homeowner association caveats, encumbrances and similar registrations; and
  - (d) items the buyer agrees to assume in this contract.

**6. REPRESENTATIONS AND WARRANTIES**

- 6.1 The seller represents and warrants to the buyer that:
  - (a) the seller has the legal right to sell the Property;
  - (b) the seller is not a non-resident for the purposes of the *Income Tax Act* (Canada);
  - (c) no one else has a legal right to the included attached and unattached goods;
  - (d) the current use of the land and buildings complies with the existing municipal land use bylaw and any restrictive covenant on title;

(e) the location of the buildings and land improvements:

- (i) is on the land and not on any easement, right-of-way or neighbouring lands unless there is a registered agreement on title or, in the case of an encroachment into municipal lands or a municipal easement or right of way, the municipality has approved the encroachment in writing; and
- (ii) complies with any restrictive covenant on title and municipal bylaws, regulations and relaxations, or the buildings and improvements are "non-conforming buildings" as defined in the *Municipal Government Act* (Alberta);

(f) known Material Latent Defects, if any, have been disclosed in writing in this contract; and

(g) any government and local authority notices regarding the Property, and lack of permits for any development on the Property, known to the seller have been disclosed in writing in this contract

**6.2** The representations and warranties in this contract:

(a) are made as of, and will be true at, the Completion Day; and

(b) will survive completion and may be enforced after the Completion Day as long as any legal action is commenced within the time limits set by the *Limitations Act* (Alberta).

**7. DOWER**

**7.1** The seller represents and warrants to the buyer that no spouse has dower rights in the Property. Otherwise, if dower rights do apply, the seller will:

(a) have the non-owner spouse sign this contract; and

(b) provide a completed Dower Consent and Acknowledgment form to be attached to and form part of this contract on or before \_\_\_\_\_, \_\_\_\_\_. (seller to enter an appropriate date.)

If the seller fails to provide the completed Dower Consent and Acknowledgment form by the agreed date, the buyer may void this contract at the buyer's option by giving the seller written notice. The buyer's option expires when the seller delivers the Dower Consent and Acknowledgment form, even if delivered late.

**8. CONDITIONS**

**8.1** The seller and buyer will:

- (a) act reasonably and in good faith in trying to satisfy their own conditions, including making reasonable efforts to fulfill them; and
- (b) pay for any costs related to their own conditions, except for the providing of documents in the Condominium Documents Condition.

**8.2 Buyer's Conditions**

The buyer's conditions are for the benefit of the buyer and are:

(a) **Condominium Documents**

- (i) This contract is subject to the buyer's satisfaction with a review of the Documents before 9:00 p.m. on February 09, 2018 (Condition Day). Documents means documents as are available from the condominium corporation from the list below.
  - (1) a statement setting out the amount of any contributions due and payable in respect of the unit
  - (2) the particulars of:
    - i. any action commenced against the corporation and served on the corporation
    - ii. any unsatisfied judgment or order for which the corporation is liable
    - iii. any written demand made on the corporation for an amount in excess of \$5,000 that, if not met, may result in an action being brought against the corporation
  - (3) the particulars of, or a copy of, any subsisting management agreement
  - (4) the particulars of, or a copy of, any subsisting recreational agreement
  - (5) the particulars of any post tensioned cables located anywhere on or within the property that is included in the condominium plan
  - (6) a copy of the budget of the corporation
  - (7) a copy of the most recent financial statements, if any, of the corporation, including the most recent year-end and month-end statements
  - (8) a copy of the bylaws of the corporation
  - (9) a copy of the most recent approved and most recent draft minutes of the annual general meeting
  - (10) a copy of the minutes and draft minutes of meetings of the board of directors of the corporation for not less than the past 12 months
  - (11) a statement setting out the amount of the capital replacement reserve fund
  - (12) a copy of the reserve fund report
  - (13) a copy of the reserve fund plan
  - (14) a statement setting out the amount of the monthly contribution (commonly referred to as condominium fee) and the basis on which that amount was determined
  - (15) a statement setting out any structural deficiencies that the corporation has knowledge of, at the time of the request, in any of the buildings that are included in the condominium plan
  - (16) a copy of any lease agreement or exclusive use agreement with respect to the possession of a portion of the common property, including a parking stall or storage space

- (17) a copy of the registered condominium plan
- (18) a copy of the condominium additional plan sheet certificate (CADS)
- (19) a copy of the insurance certificate
- (20) the amount of any homeowner association fee
- (21) a copy of any proposed special resolution awaiting a vote
- (22) a copy of any special resolution that has been passed but not yet implemented
- (23) a copy of any easement, covenants and restrictions (ECR) agreement
- (24) a copy of any other building or site report such as a building assessment report, building envelope report, geo-technical report, technical audit, performance audit

(25) Other: \_\_\_\_\_

- (ii) The seller will cooperate by providing to the buyer, at the seller's cost, true copies of the Documents before 5 :00 p.m. on February 05, 2018 (Document Delivery Day).
- (iii) If the seller does not provide the Documents before the Document Delivery Day, the buyer may, at the buyer's option, obtain the Documents.
- (iv) To exercise the buyer's option, the buyer will give written notice to the seller before the Condition Day of the buyer's intent to obtain the Documents and the Condition Day will extend to 9 :00 p.m. on February 15, 2018.
- (v) The buyer's costs to obtain the Documents will be invoiced to the seller and may include reasonable costs such as Land Titles Office fees, condominium manager fees, board fees and solicitor/client legal fees and disbursements. The buyer may require the seller to pay the invoiced amount to the buyer within 30 days of invoice date or have the amount adjusted for on Completion Day.

(b) **Financing**

This contract is subject to the buyer securing new financing, not to exceed        % of the Purchase Price from a lender of the buyer's choice and with terms satisfactory to the buyer, before        :        .m. on       , 20       (Condition Day). The seller will cooperate by providing access to the Property on reasonable terms.

(c) **Property Inspection**

This contract is subject to the buyer's satisfaction with a property inspection, conducted by a licensed home inspector, before        :        .m. on       , 20       (Condition Day). The seller will cooperate by providing access to the Property on reasonable terms.

(d) **Sale of Buyer's Property**

This contract is subject to the sale of the buyer's property before        :        .m. on       , 20       (Condition Day), on the terms in the Sale of Buyer's Property Schedule, selected as attached in clause 9.1.

(e) **Additional Buyer's Conditions**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

before        :        .m. on       , 20       (Condition Day).

**8.3 Seller's Conditions**

The seller's conditions are for the benefit of the seller and are:

Court & Committee Approval of the Sale

*JB*

[es]

before 9:00PM .m. on March 10, 2018, 20       (Condition Day).

**8.4 Condition Notices**

Each party will give the other written notice that:

- (a) a condition is unilaterally waived or satisfied on or before its Condition Day. If not, this contract will end after the time indicated for that Condition Day; or
- (b) a condition will not be waived or satisfied prior to its Condition Day. This contract will end upon that notice being given.

**9. ATTACHMENTS AND ADDITIONAL TERMS**

**9.1** The selected documents are attached to and form part of this contract:

- Financing Schedule (Seller Financing, Mortgage Assumption, Other Value)
- Tenancy Schedule
- Manufactured Home Schedule
- Sale of Buyer's Property Schedule
- Addendum
- Other \_\_\_\_\_

**9.2 Current condominium unit contributions and fees**

To the best of the seller's knowledge and to be verified by the buyer:

- (a) the total current monthly contribution for the Property's titled units is: \$ TBD approx .35 sq/ft after completion of home on property; and
- (b) the total current monthly fee for any non-titled, assigned or leased areas is: \$ \_\_\_\_\_.

**9.3 Other terms:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**10. CLOSING PROCESS**

**Closing Documents**

- 10.1** The seller or seller's lawyer will deliver normal closing documents to the buyer or buyer's lawyer upon reasonable trust conditions consistent with the terms of this contract, including delivery within a reasonable time before the Completion Day to allow for confirmation of registration of documents at the Land Titles Office, obtain the advance of mortgage financing and verify the transfer of other value items.
- 10.2** If the Property is a bare land unit, closing documents will include an RPR showing the current improvements on the Property according to the Alberta Land Surveyors' Association Manual of Standard Practice, with evidence of municipal compliance or non-conformance and confirming the seller's warranties about the land and buildings. This obligation will not apply if there are no structures on the land. The buyer or buyer's lawyer must have a reasonable time to review the RPR prior to submitting the transfer documents to the Land Titles Office.

**Payments and Costs**

- 10.3** The buyer will pay the Purchase Price by lawyer's trust cheque or bank draft.
- 10.4** Regardless of when a resolution for a special assessment contribution states that a levied payment is due and payable:
  - (a) the seller is responsible for special assessment payments passed by a resolution on or before 12 noon on Completion Day and will make such payments on or before Completion Day; and
  - (b) the buyer is responsible for special assessment payments passed by a resolution after 12 noon on Completion Day.
- 10.5** Items such as real estate property taxes, local improvement fees, utilities, rents, security deposits, statutory interest on security deposits, mortgage interest, homeowner association fees and monthly condominium contributions will be the seller's responsibility for the entire Completion Day and thereafter assumed by the buyer.
- 10.6** The seller's lawyer may use the Purchase Price to pay and discharge all of the seller's financial obligations related to the Property. The seller's lawyer will provide the buyer's lawyer, within a reasonable time after Completion Day:
  - (a) evidence of all discharges including, where required, a certified copy of the certificate of title; and
  - (b) an estoppel certificate, effective as of Completion Day, verifying payment of all applicable condominium contributions.
- 10.7** If the seller has entered into a written service agreement with a real estate brokerage, the seller instructs the seller's lawyer to honour the terms of that agreement, including the Fee and other costs payable to the seller's brokerage.
- 10.8** The seller will pay the costs to prepare the closing documents, including an RPR where required, costs to end an existing tenancy of the Property and provide vacant possession to the buyer, and costs to prepare, register and discharge any seller's caveat based on this contract.
- 10.9** The buyer will pay the costs to prepare, register and discharge any buyer's caveat based on this contract and to register the transfer of land.

**Closing Day Delays**

- 10.10** If the seller fails to deliver the closing documents in accordance with clause 10.1 or 10.2, then:
  - (a) the buyer's payment of the Purchase Price and late interest will be delayed until the buyer or buyer's lawyer has received the closing documents and has a reasonable time to review and register them, obtain the advance of mortgage financing and verify the transfer of other value items; and
  - (b) if the buyer is willing and able to close in accordance with this contract and wants to take possession of the Property, then the seller will give the buyer possession upon reasonable terms which will include the payment of late interest only on the amount of mortgage being obtained by the buyer at the interest rate of that mortgage.
- 10.11** If the seller has complied with clauses 10.1 and 10.2 but the buyer is not able to close in accordance with this contract, then:
  - (a) the seller may, but is not obligated to, accept late payment of the Purchase Price and give the buyer possession upon reasonable terms; and
  - (b) if the seller agrees to accept late payment of the Purchase Price and, whether or not possession is granted, the buyer will pay late interest at the prime lending rate of the Alberta Treasury Branches at the Completion Day plus 3% calculated daily from and including the Completion Day to (but excluding) the day the seller is paid in full. Payment received after 12 noon on any day will be payment as of the next Business Day.
- 10.12** The seller and buyer will instruct their lawyers to follow the Western Law Societies Conveyancing Protocol in the closing of this transaction, if appropriate.

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JTB



**11. INSURANCE**

**11.1** The seller bears the risk of loss or damage to the Property until the Purchase Price is paid. If such loss or damage occurs before the Purchase Price is paid, any insurance proceeds will be held in trust for the seller and buyer based on their interests.

**12. REMEDIES**

- 12.1** If the seller or buyer fails or refuses to complete this contract, the other party may seek all remedies, such as claims for deposits and damages, and reasonable costs including legal fees and disbursements on a solicitor/client full indemnity basis.
- 12.2** On buyer default, if the seller must restore the Property title, enforce a lien against the Property or regain possession of the Property, the seller may seek costs and other remedies.
- 12.3** The seller and buyer agree that the Property is unique. On seller default, the buyer may make a claim for specific performance and other remedies.

**13. NOTICE AND DOCUMENTS**

- 13.1** A notice under this contract means a written document, including notices required by this contract, and this contract when accepted.
- 13.2** A notice is effective at the time the document is delivered in person or sent by fax or email.
- 13.3** Giving notice means the document is transmitted by one of these methods, and regardless of the method, the notice document is recognized as an original document.
- 13.4** For documents that require a signature, an electronic signature, as defined in the *Electronic Transactions Act* (Alberta), or a digitized signature will have the same function as an ink signature.

**14. AUTHORIZATION**

**14.1** The seller and buyer may each authorize a representative to send and receive notices as described above. Once authorized, notices will be effective upon being delivered in person or sent by fax or email to the authorized representative.

The seller authorizes:

**Seller's Brokerage:**

Name: RE/MAX Len T Wong & Associates Real Estate

Address: \_\_\_\_\_

**Brokerage Representative:**

Name: Len T Wong

Phone: 403-287-4888

Fax: \_\_\_\_\_

Email: len@lentwong.com

The buyer authorizes:

**Buyer's Brokerage:**

Name: RE/MAX Complete Realty

Address: 205, 525 - 28 Street SE Calgary AB T2A 6W9

**Brokerage Representative:**

Name: Kelly Jacobson

Phone: 403-816-7479

Fax: \_\_\_\_\_

Email: teamjrealtors@gmail.com

**14.2** If the seller or buyer does not authorize a brokerage, then:

The seller authorizes: \_\_\_\_\_

The buyer authorizes: \_\_\_\_\_

**14.3** If the authorization information changes, the seller and buyer agree to give written notice to the other party as soon as the change is known so that future notices may be sent to the proper person and place.

**15. CONFIRMATION OF CONTRACT TERMS**

**15.1** The seller and buyer confirm that this contract sets out all the rights and obligations they intend for the purchase and sale of the Property and that:

(a) this contract is the entire agreement between them; and

(b) unless expressly made part of this contract, in writing:

(i) verbal or written collateral or side agreements or representations or warranties made by either the seller or buyer, or the seller's or buyer's brokerage or agent, have not and will not be relied on and are not part of this contract; and

(ii) any pre-contractual representations or warranties, howsoever made, that induced either the seller or buyer into making this contract are of no legal force or effect.

Seller initials es

Buyer initials JB

**16. LEGAL OBLIGATIONS BEGIN**

**16.1** The legal obligations in this contract begin when the accepted contract is delivered in person or sent by fax or email. The obligations bind the seller and buyer as well as their heirs, administrators, executors, successors and assigns.



17. OFFER

17.1 The buyer offers to buy the Property according to the terms of this contract.

17.2 This offer/counter offer will be open for written acceptance until 5 :00 p.m. on February 02, 2018.

Signed and dated at Calgary, Alberta at Jan 30, 2018, 02:37 PM MST, 20.

Jean Louis Brodeur

Buyer Signature Witness Signature Witness Name (print) Signed and dated at Alberta at .m. on , 20. Buyer Signature Witness Signature Witness Name (print)

18. ACCEPTANCE

18.1 The seller agrees to sell the Property according to the terms of this contract.

Signed and dated at Alberta at 12:16 PM, on 02/01/2018, 20.

Cam Sherban

Seller Signature Witness Signature Witness Name (print) Signed and dated at Alberta at .m. on , 20. Seller Signature Witness Signature Witness Name (print)

Non-owner spouse signature (when dower rights apply):

Signed and dated at Alberta at .m. on , 20.

Non-Owner Spouse Signature Non-Owner Spouse Name (print) Witness Signature Witness Name (print)

The following is for information purposes and has no effect on the contract's terms:

REJECTION

I do not accept this offer/counter offer. No counter offer is being made.

Date: Date:

Seller: Buyer:

CONVEYANCING INFORMATION

Seller's Information:

Address Phone Fax Email Lawyer Name Firm Address Phone Fax Email

Buyer's Information:

Address Bay 5, 3515 27 Street NE Calgary AB T1Y 5E4 Phone 403-620-3243 Fax Email jbrodeur@limetwighomes.com Lawyer Name Aron Balakrishnan Firm Carscallen LLP Address 900, 332 6 Ave SW, Calgary, AB Phone 403-298-0501 Fax 403-262-2952 Email balakrishnan@carscallen.com



**AMENDMENT**  
(For changing contract terms)

This document forms part of purchase contract #: KJ013018

Seller Encharis Community Housing and Services Buyer Limetwig Homes Inc/ per Jean Louis Brodeur

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

Municipal Address: 285011 Luther Rose BV, Rocky View County, AB

The contract is changed as follows:

**Delete:**

8.2 a) This contract is subject to the buyers satisfaction with a review of the Documents before 9 pm on February 9, 2018  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Insert:**

8.2 a) This contract is subject to the buyers satisfaction with a review of the Documents before 9 pm on February 15, 2018  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

All other terms and conditions in the contract remain unchanged.

Signed and dated at Calgary, Alberta at 6 :00 p.m. on February 09, 2018

*Jean Louis Brodeur*  
Buyer Signature \_\_\_\_\_ Witness Signature \_\_\_\_\_ Witness Name (print) \_\_\_\_\_

Signed and dated at \_\_\_\_\_, Alberta at \_\_\_\_\_ : \_\_\_\_\_ .m. on \_\_\_\_\_, 20 \_\_\_\_\_.

Buyer Signature \_\_\_\_\_ Witness Signature \_\_\_\_\_ Witness Name (print) \_\_\_\_\_

Signed and dated at Calgary, Alberta at 8:00 P.m. on February 9, 2018

*Cam Sherban*  
Authentisign  
Seller Signature \_\_\_\_\_ Witness Signature \_\_\_\_\_ Witness Name (print) \_\_\_\_\_  
2/13/2018 3:43:58 PM MST

Signed and dated at \_\_\_\_\_, Alberta at \_\_\_\_\_ : \_\_\_\_\_ .m. on \_\_\_\_\_, 20 \_\_\_\_\_.

Seller Signature \_\_\_\_\_ Witness Signature \_\_\_\_\_ Witness Name (print) \_\_\_\_\_

# **EXHIBIT “F”**



This is Exhibit " F " referred to in the  
Affidavit of

.....CAMERON SHERBAN.....

Sworn before me this .....1<sup>st</sup>..... day

of .....MARCH..... A.D. 20..18..

.....H Roskey.....

A Notary Public, A Commissioner for Oaths  
in and for the Province of Alberta

**Hannah Roskey**  
Barrister & Solicitor

**NOTICE**

(For waiver/satisfaction of conditions)

This document forms part of purchase contract # KJ013018

Seller Encharis Community Housing and Services Buyer Limetwig Homes Inc/ per Jean Louis Brodeur

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

Municipal Address: 285011 Luther Rose BV, Rocky View County, AB

For giving notice, the Notice and Documents section of the contract applies.

**WAIVER/SATISFACTION OF CONDITION(S)**

I, the buyer \_\_\_\_\_, unilaterally waive or have satisfied the following condition(s):  
(seller or buyer)

8.2 a) Condominium documents review  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_

All other terms and conditions in the contract remain unchanged. Feb 12, 2018, 01:23 PM MST

Signed and dated at Calgary, Alberta at \_\_\_\_\_:\_\_\_\_\_.m. on \_\_\_\_\_, 20\_\_\_\_.

Jean Louis Brodeur  
Buyer/Seller Signature \_\_\_\_\_ Witness Signature \_\_\_\_\_ Witness Name (print) \_\_\_\_\_

Signed and dated at \_\_\_\_\_, Alberta at \_\_\_\_\_:\_\_\_\_\_.m. on \_\_\_\_\_, 20\_\_\_\_.

Buyer/Seller Signature \_\_\_\_\_ Witness Signature \_\_\_\_\_ Witness Name (print) \_\_\_\_\_