

Clerk's stamp:



COURT FILE NUMBER 1303 13257
COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE EDMONTON
PLAINTIFF(S) CAREVEST CAPITAL INC.
DEFENDANT(S) 830480 ALBERTA INC.

DOCUMENT

AFFIDAVIT RE: DEPOSITS

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENT

Reynolds, Mirth, Richards & Farmer LLP
Barristers & Solicitors
3200 Manulife Place
10180 – 101 Street
Edmonton, Alberta T5J 3W8

Attention: Michael J. McCabe, Q.C.
Telephone: 780-425-9510
Facsimile: 780-429-3044
File No.: 112637-001-MJM

AFFIDAVIT OF CHRISTOPHER BOWRA.
Sworn on September 5, 2014

I, CHRISTOPHER BOWRA, of Vancouver, British Columbia, MAKE OATH AND SAY:

1. I am a Senior Associate with The Bowra Group Inc., Receiver of the assets, undertakings and properties of 830480 Alberta Inc., and as such have a personal knowledge of the facts and matters hereinto deposed except for where stated to be based upon information and belief and where so stated do verily believe the same to be true.

Background

2. By Order of the Honourable Mr. Justice D. Thomas of January 17, 2014, The Bowra Group Inc. was appointed Receiver of all of the assets, undertakings and property of 830480 Alberta Inc. (the "Developer").
3. The Developer was incorporated to develop a residential real estate project called Riverpointe in the Windermere District in southwest Edmonton (the "Development").
4. As part of ensuring compliance with the Architectural Guidelines, a security deposit of \$20,000.00 was required in connection with each lot sold.

5. By Bankruptcy Order dated June 23, 2014, the Developer was adjudged bankrupt. This order left the administration of the Development with the Receiver and the administration of all other assets with the Trustee.

The Deposits

6. After the Receivership, our counsel, Reynolds, Mirth, Richards & Farmer LLP (“RMRF”), requested that the Developer’s counsel, William Shymko (“Mr. Shymko”) turn over the deposits to our counsel.
7. Attached as **Exhibit “A”** to this my Affidavit is a copy of Mr. Shymko’s letter of March 11, 2014 which describes, but does not deal with, most of the deposits.

Trust Conditions

8. Subsequently, by a series of letters all dated July 15, 2014 (the “Trust Letters”), a sample of which is attached as **Exhibit “B”** to this my Affidavit, Mr. Shymko forwarded funds to our counsel. In doing so, he described what appears to be his understanding of the purpose of the deposits and imposed certain trust conditions upon our counsel. Also at Exhibit “B” is a copy of Mr. Shymko’s letter of July 23, 2014 where he provided addresses for the various purchasers and amended trust condition #3 in respect to all of his trust letters.
9. In trust condition #2, on page 2, of all of the Trust Letters, the funds are said to be forwarded to be dealt with *according to law and the original real estate purchase contracts, subject to any agreement in writing to the contrary with the purchasers in question or subject to court order.*
10. On July 31, 2014, Mr. Shymko again wrote our counsel forwarding further deposit monies in respect of Plan 1123063, Block 3, Lot 9 being sold to Vicky Homes Inc. (“Vicky Homes”). A copy of such letter is attached as **Exhibit “C”** to this my Affidavit.
11. Attached as **Exhibit “D”** to this my Affidavit is an email of August 8, 2014 to Michael McCabe of RMRF, through his temporary assistant, Nerissa Young, from Makiko Hata (“Ms. Hata”), of Ogilvie LLP, counsel for Vicky Homes, indicating a disagreement with the release of a portion of the deposits. In this email she attaches what is described as a page from an earlier letter regarding Mr. Shymko’s undertaking in respect of deposits. Ms. Hata subsequently provided our counsel with a copy of that letter in its entirety which letter is attached as **Exhibit “E”** to this my Affidavit.

Purchase Agreements

12. The Receiver does not have copies of all of the Purchase Agreements entered into by the Developer, nor does the Receiver have any realistic expectation of getting them from the principal of the Developer.
13. The Receiver does have the Purchase Agreements in connection with prior applications before this Honorable Court:

- a. Jivraj - This Purchase Agreement is attached as **Exhibit "F"** to this my Affidavit. It makes no mention, whatsoever, of deposits.
 - b. Nikesh - This Purchase Agreement is attached as **Exhibit "G"** to this my Affidavit. Paragraph 6.3 of this Purchase Agreement speaks of the two deposits and says they are to be held in trust by the solicitor for the seller, to be released in accordance with the terms of the Architectural Design Guidelines, which are attached to that document as Schedule "A". The Architectural Design Guidelines, at page 2, refer to the Developer collecting two \$10,000.00 deposits, but do not appear to have any provisions dealing with the release of these funds.
14. Ms. Hata has provided a copy of the Vicky Homes Purchase Agreement that was the subject matter of her correspondence of August 8, 2014. A copy of the Vicky Homes Purchase Agreement is attached as **Exhibit "H"** to this my Affidavit. This Purchase Agreement contemplates, in the addendum to it, the taking of the deposits and sets forth no terms for the release of the deposits.

Restrictive Covenant

15. Attached as **Exhibit "I"** to this my Affidavit is a copy of the Restrictive Covenant dated February 2, 2011, registered with Land Titles as Instrument No. 112 166 677. Appended as Schedule "B" to this Restrictive Covenant are the Design Guidelines. Those Design Guidelines, at numbered paragraph 10.1, at page 22, provide a detailed description of the methodology which I understand to have been anticipated in respect of the release of the deposits. Simplistically summarized, it contemplates:
- a. \$10,000.00 of the deposit will be released when the house and landscape has been built and completed in accordance with the Design Guidelines;
 - b. The second \$10,000.00 will be released when the Developer obtains a Final Acceptance Certificate from the City.
16. From my dealings with the representatives of the IBI Group, the engineering consultants overseeing construction, it is clear that the methodology described in the Restrictive Covenant is expected to apply to the return of all deposits.

Vicky Homes

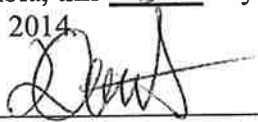
17. Attached as **Exhibit "J"** to this my Affidavit is a copy of an IBI Group Inspection Report which addresses the status of the Vicky Homes lot in question. It shows that the house and landscaping are complete and states *final acceptance is hereby granted*.
18. While it is difficult to determine the exact conditions to be used for the release of the deposit monies, it was clear to me that, whatever the conditions might properly be, they were met *vis a vis* the release of this portion of this Vicky Homes deposit.

19. I am advised by my counsel, Michael J. McCabe, and believe that he obtained the concurrence of counsel for Vicky Homes, Ms. Hata, to release the first portion of that deposit.

Purpose of Affidavit

20. From the Trust Letters, the trust condition imposed upon RMRF is clear in its terms, but also, as noted above, it cannot represent the intentions of the Developer and the purchasers since, in the examples I have seen to date, none of the Purchase Agreements have any terms governing the timing of the return of the deposits.

21. It is my belief that the terms of the Restrictive Covenant represent the true intention of the parties to the Purchase Agreements, generally, and I make this Affidavit in support of an application for advice on and for a direction that the deposits should be dealt with in accordance with the terms of the Restrictive Covenant referred to in paragraph 15 of this Affidavit.

SWORN BEFORE ME at Vancouver,)
British Columbia, this 5th day)
of September, 2014.)
)
_____)
Commissioner for Oaths)
in and for the Province of British Columbia)



CHRISTOPHER BOWRA

1290407.doc

Daniel R. Shouldice
Barrister and Solicitor
McMillan LLP
1500 - 1055 West Georgia Street
PO Box 11117
Vancouver, BC V6E 4N7
1 604.689.9111
1 604.685.7084

WILLIAM J. SHYMKO
(B.A., LL.B)
LAW OFFICE

#200, 9602 - 111 Avenue
Edmonton, AB T5G 0A8
TELEPHONE (780) 425-6414
FAX (780) 425-6416
shymkowjlaw@shaw.ca

Our File: 16,188, 16,189, 16,358, 16,187

March 11, 2014

Delivered by Courier

Reynolds Mirth Richards & Farmer LLP
Barristers and Solicitors
3200, 10180-101 Street
Edmonton, Alberta
T5J 3W8

Attention: Michael McCabe

Dear Sir:

Re: 830480 Alberta Inc. - Deposits on Lots
Block 3, Lot 27 to Nikesh Homes
Block 3, Lot 45 to Nikesh Homes
Block 2, Lot 6 to Hoxton Homes
Block 2, Lot 14 to Nikesh Homes

This is Exhibit "A" referred to in the

Affidavit of
Christopher Bowra

Sworn before me this 5th day

of September A.D., 20 14

Deed

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

British Columbia

Further to recent emails received by Mr. Mainella at the Bowra Group, we enclose the following:

1. Our firm's trust cheque in the amount of \$45,000.00 made payable to your law firm with respect to Block 3, Lot 27 to sale to Nikesh Homes representing the return of the deposit paid to 830480 Alberta Inc. for the purchase of the above noted lot.
2. Our firm's trust cheque in the amount of \$38,700.00 made payable to your law firm with respect to Block 3, Lot 45 sale to Nikesh Homes representing the return of the deposit paid to 830480 Alberta Inc. for the purchase of the above noted lot.
3. Our firm's trust cheque in the amount of \$36,480.00 made payable to your law firm with respect to Block 2, Lot 6 sale to Hoxton Homes representing the return of the deposit paid to 830480 Alberta Inc. for the purchase of the above noted lot.

4. Our firm's trust cheque in the amount of \$35,000.00 made payable to your law firm with respect to Block 2, Lot 14 sale to Nikesh Homes representing the return of the deposit paid to 830480 Alberta Inc. for the purchase of the above noted lot.

The enclosed funds are sent on the express trust condition that your office shall retain each amount to the credit of each purchaser and their respective transaction, and shall only be released by your office pursuant to the terms of each Offer to Purchase.

We have never received any deposit for Block 2, Lot 25 sale to Shamez Jivraj.

We hold **BUILDING DEPOSIT** on the following:

1. File 16,498 - Plan 1123063, Block 3, Lot 16 Sale to Nguyen/Bui - \$10,000.00
2. File 16,541 - Plan 1125154, Block 2, Lot 17 Sale to Vicky Homes- \$10,000.00
3. File 16,668 - Plan 1123063, Block 1, Lot 82 Sale to Saba Homes- \$10,000.00
4. File 16,540 - Plan 1123063, Block 3, Lot 10 Sale to Vicky Homes - \$10,000.00
5. File 16,493 - Plan 1123063, Block 3, Lot 11 Sale to Minhas - \$10,000.00
6. File 16,520 - Plan 1125154, Block 2, Lot 27 Sale to Madison Park - \$10,000.00
7. File 16,518 - Plan 1125154, Block 2, Lot 43 Sale to Carriage Signature Homes - \$10,000.00.
8. 16,494 - Plan 1123063, Block 2, Lot 7 Sale to Chauhan- \$10,000.00
9. 16,458 - Plan 1125154, Block 2, Lot 26 - Sale to Summerville - \$10,000.00
10. 16,524 - Plan 1125154, Block 1, Lot 67 - Sale to Dhaliwal - \$10,000.00
11. 16,525 - Plan 1125154, Block 3, Lot 8 - Sale to 1681006 Alberta Inc. - 10,000.00
12. 16,430 - Plan 1125154, Block 2, Lot 19 - Sale to DN Development Ltd. - \$10,000.00
13. 16,415 - Plan 1123063, Block 1, Lot 83 - Sale to DON Corporate Group - \$10,000.00
14. 16,513 - Plan 1125154, Block 1, Lot 40 - Sale to Fonteyne - \$10,000.00
15. 16,359 - Plan 1123063, Block 2, Lot 13 - Sale to Hoxton Homes - \$10,000.00
16. 16,509 - Plan 1123063, Block 2, Lot 5 - Sale to Walia - \$10,000.00
17. 16,542 - Plan 1123063, Block 3, Lot 9 - Sale to Vicky Homes - \$10,000.00
18. 16,479 - Plan 1125154, Block 1, Lot 66 - Sale to Yu - \$10,000.00
19. 16,487 - Plan 1125154, Block 2, Lot 33 - Sale to Art Custom Homes - \$10,000.00

We hold **LANDSCAPING DEPOSIT** on the following:

1. File 16,498 - Plan 1123063, Block 3, Lot 16 Sale to Nguyen/Bui - \$10,000.00
2. File 16,541 - Plan 1125154, Block 2, Lot 17 Sale to Vicky Homes- \$10,000.00
3. File 16,668 - Plan 1123063, Block 1, Lot 82 Sale to Saba Homes- \$10,000.00
4. File 16,540 - Plan 1123063, Block 3, Lot 10 Sale to Vicky Homes - \$10,000.00
5. File 16,493 - Plan 1123063, Block 3, Lot 11 Sale to Minhas - \$10,000.00

6. File 16,518 – Plan 1125154, Block 2, Lot 43 Sale to Carriage Signature Homes - \$10,000.00.
7. 16,494 – Plan 1123063, Block 2, Lot 7 Sale to Chauhan- \$10,000.00
8. 16,458 – Plan 1125154, Block 2, Lot 26 – Sale to Summerville - \$10,000.00
9. 16,524 – Plan 1125154, Block 1, Lot 67 – Sale to Dhaliwal - \$10,000.00
10. 16,525 – Plan 1125154, Block 3, Lot 8 – Sale to 1681006 Alberta Inc. – 10,000.00
11. 16,430 – Plan 1125154, Block 2, Lot 19 – Sale to DN Development Ltd. - \$10,000.00
12. 16,415 – Plan 1123063, Block 1, Lot 83 – Sale to DON Corporate Group - \$10,000.00
13. 16,513 – Plan 1125154, Block 1, Lot 40 – Sale to Fonteyne - \$10,000.00
14. 16,359 – Plan 1123063, Block 2, Lot 13 – Sale to Hoxton Homes - \$10,000.00
15. 16,509 – Plan 1123063, Block 2, Lot 5 – Sale to Walia - \$10,000.00
16. 16,542 – Plan 1123063, Block 3, Lot 9 – Sale to Vicky Homes - \$10,000.00
17. 16,479 – Plan 1125154, Block 1, Lot 66 – Sale to Yu - \$10,000.00
18. 16,487 – Plan 1125154, Block 2, Lot 33 – Sale to Art Custom Homes - \$10,000.00

Please confirm your acceptance of these trust conditions by return mail.

Yours truly,



WILLIAM J. SHYMKO

WJS/md

Encls.

WILLIAM J. SHYMKO
(B.A., LL.B)
LAW OFFICE

#200, 9602 - 111 Avenue
Edmonton, AB T5G 0A8
TELEPHONE (780) 425-6414
FAX (780) 425-6416
shymkowjlaw@shaw.ca

Our File: 16,498

July 15, 2014

Delivered by Courier

Reynolds Mirth Richards & Farmer LLP
Barristers and Solicitors
3200, 10180-101 Street
Edmonton, Alberta
T5J 3W8

Attention: Michael McCabe

Dear Sir:

This is Exhibit " B " referred to in the
Affidavit of
Christopher Bowra
Sworn before me this 5th day
of September A.D., 20 14

[Signature]
A Notary Public, A Commissioner for Oaths
in and for the Province of ~~Alberta~~
British Columbia

Re: 830480 Alberta Inc. – Plan 1123063, Block 3, Lot 16 – Sale to Nguyen/Bui

Please find enclosed the following:

1. Our firm's trust cheque in the amount of \$20,000.00 made payable to RMRF LLP with respect to Plan 1123063, Block 3, Lot 16 on the sale to Nguyen/Bui. The said amount of \$20,000.00 represents the security deposit paid to our office in trust to cover the following:
 - a) Hold the security deposit for the building in the amount of \$10,000.00 and the security deposit for the landscaping in the amount of \$10,000.00, for a total holdback of \$20,000.00 until you are in receipt of written confirmation from IBI Group Inc. or equivalent authorities that the conditions for release have been met which are as follows:
 - i) These are to be released by a two stage process, the first being when home construction is completed, rough grade certificate and inspection by IBI Group Inc. confirming that all is in order (first \$10,000.00).

- ii) The release of the final \$10,000.00, however, is only after the City issues the Final Acceptance Certificate (FAC) which could be several months away as there are still roads, sidewalks, etc. to be completed. I understand that the receiver is now staging the property so if a home is currently built in what will become a later stage of development, it could be a long time before the final deposit can be released.

We are forwarding the enclosed funds on the following express trust conditions:

1. You shall immediately notify by letter to each purchaser and/or their lawyer that their deposit is no longer with William J. Shymko Law Office and now with Reynolds Mirth Richards & Farmer LLP because the developer is in receivership, and that my office is no longer involved.
2. These funds are forwarded to your office as deposits made by the purchaser and are to be dealt with according to law and the original real estate purchase contracts, subject to any agreement in writing to the contrary with the purchasers in question or subject to Court Order.
3. These funds are only to be released to the purchasers when your office receives independent written confirmation that the conditions for release of each deposit have been met.

Please confirm your unconditional acceptance of these trust conditions by return mail before the funds are deposited into your trust account.

Yours truly,



WILLIAM J. SHYMKO

WJS/md

Encls.

WILLIAM J. SHYMKO

(B.A., LL.B)

LAW OFFICE

200, 9602 – 111 Avenue

Edmonton, Alberta

T5G 0A8

TELEPHONE (780) 425-6414

FAX (780) 425-6416

shymkowjlaw@shaw.ca

Our File: 16,881

July 23, 2014

Sent by fax to 780-429-3044

Reynolds Mirth Richards & Farmer LLP
Barristers and Solicitors
#3200, 10180-101 Street
Edmonton, Alberta
T5J 3W8

Attention: Michael J. McCabe, Q.C.

Dear Sir:

Re: 830480 Alberta Inc. – Action 1303 13257

Here is a list of the addresses and lawyers for each of the purchasers as requested in your letter dated July 18, 2014:

1. Plan 1123063, Block 3, Lot 16: Sale to Nguyen/Bui
 - a) Municipal Address: 4741 Woolsey Common NW, Edmonton
 - b) Solicitor: George H. Akers, Q.C.
Nicholl & Akers, Barristers and Solicitors
200, 10187-104 Street NW
Edmonton, Alberta T5J 0Z9
Telephone: 780-429-2771

2. Plan 1123063, Block 1, Lot 82: Sale to Saba Homes
 - a) Municipal Address: 5124 Woolsey Link NW, Edmonton
 - b) Solicitor: Arun Shourie
Shourie Bhatia LLP, Barristers and Solicitors
#209, 2920 Calgary Trail
Edmonton, Alberta T6J 2G8
Telephone: 780-438-5281

2

3. Plan 1123063, Block 3, Lot 10: Sale to Vicky Homes (Pruden)
 - a) Municipal Address: 4729 Woolsey Common NW, Edmonton
 - b) Solicitor: Makiko Hata
Ogilvie LLP, Barristers and Solicitors
Suite 1400, 10303 Jasper Avenue
Edmonton, Alberta T5J 3N6
Telephone: 780-429-6299

4. Plan 1123063, Block 3, Lot 11: Sale to Minhas
 - a) Municipal Address: 4731 Woolsey Common NW, Edmonton
 - b) Solicitor: Gary W. Ewasko
Coley Hennessy Cassis Ewasko, Barristers, Solicitors & Notaries Public
#212, 3132 Parsons Road
Edmonton, Alberta T6N 1L6
Telephone: 780-468-2551

5. Plan 1125154, Block 2, Lot 27: Sale to Madison Park (Kuzio)
 - a) Municipal Address: 4409 Wingfield Cape NW, Edmonton
 - b) Solicitor: Ian L. MacLachlan
Parlee McLaws Barristers & Solicitors
1500 Manulife Place, 10180-101 Street
Edmonton, Alberta T5J 4K1
Telephone: 780-423-8664

6. Plan 1125154, Block 2, Lot 43: Sale to Carriage Signature Homes
 - a) Municipal Address: 4716 Woolsey Common NW, Edmonton
 - b) Robert P. Assaly, Q.C.
Ogilvie LLP, Barristers and Solicitors
Suite 1400, 10303 Jasper Avenue
Edmonton, Alberta T5J 3N6
Telephone: 780-421-1818

7. Plan 1123063, Block 2, Lot 7: Sale to Chauhan
 - a) Municipal Address: 4815 Woolsey Lane NW, Edmonton
 - b) Solicitor: Ranbir Thind
Ranbir Thind & Associates, Barristers, Solicitors & Notaries Public
Suite 114, 9704-39 Avenue
Edmonton, Alberta T6E 6M7
Telephone: 780-432-7000

8. Plan 1125154, Block 2, Lot 26: Sale to Summerville
 - a) Municipal Address: 4411 Wingfield Cape NW, Edmonton
 - b) Solicitor: Adrian L. Albert
Lyons Albert & Cook, Barristers and Solicitors
#306, 10328-81 Avenue
Edmonton, Alberta T6E 1X2
Telephone: 780-437-0743

9. Plan 1125154, Block 1, Lot 67: Sale to Dhaliwal
 - a) Municipal Address: 4512 Wingfield Bay NW, Edmonton
 - b) Solicitor: B.F. Romanko
Bryan & Company LLP
2600 Manulife Place, 10180 - 101 Street
Edmonton, Alberta T5J 3Y2
Telephone: 780-420-4719

10. Plan 1125154, Block 3, Lot 8: Sale to 1681006 Alberta Inc.
 - a) Municipal Address: 4723 Woolsey Common NW, Edmonton
 - b) Solicitor: Daryl Becker
Becker Law, Barristers and Solicitors
101-2841 109 Street NW
Edmonton, Alberta T6J 6B7
Telephone: 780-413-9800

11. Plan 1125154, Block 2, Lot 19: Sale to DN Development Ltd.
 - a) Municipal Address: 4114 Whispering River Drive NW, Edmonton
 - b) Solicitor: Dennis W. Pike
Dennis W. Pike Professional Corporation
5220 50th Avenue
Wetaskiwin, Alberta T9A 0S8
Telephone: 780-352-3305

12. Plan 1123063, Block 1, Lot 83: Sale to DON Corporate Group
 - a) Municipal Address: 5126 Woolsey Link NW, Edmonton
 - b) Solicitor: Robert P. Assaly, Q.C.
Ogilvie LLP, Barristers and Solicitors
Suite 1400, 10303 Jasper Avenue
Edmonton, Alberta T5J 3N6
Telephone: 780-421-1818

13. Plan 1125154, Block 1, Lot 40: Sale to Fonteyne
 - a) Municipal Address: 4611 Wingfield Point, Edmonton
 - b) Solicitor: Donald J. Masson
Minsos Stewart Masson, Barristers and Solicitors
Suite 220, 8723-82 Avenue
Edmonton, Alberta T6C 0Y9
Telephone: 780-466-1175

14. Plan 1123063, Block 2, Lot 13: Sale to Hoxton Homes
 - a) Municipal Address: 4829 Woolsey Lane NW, Edmonton
 - b) Solicitor: Robert D. Gillespie
Barrister and Solicitor
300 Wentworth Building
10209-97 Street
Edmonton, Alberta T5J 0L6
Telephone: 780-424-3255

15. Plan 1123063, Block 2, Lot 5: Sale to Walia
 - a) Municipal Address: 4811 Woolsey Lane NW, Edmonton
 - b) Solicitor: Arun Shourie
Shourie Bhatia LLP, Barristers and Solicitors
#209, 2920 Calgary Trail
Edmonton, Alberta T6J 2G8
Telephone: 780-438-5281

16. Plan 1125154, Block 1, Lot 66: Sale to Yu
 - a) Municipal Address: 66 Wingfield Bay, Edmonton
 - b) Solicitor: Thomas Pontin
Heritage Law, Barristers and Solicitors
Suite 108, 2841 109 Street NW
Edmonton, Alberta T6J 6B7
Telephone: 780-431-5726

17. Plan 1125154, Block 2, Lot 33: Sale to Art Custom Homes
 - a) Municipal Address: 33 Whispering River Drive NW, Edmonton
 - b) Solicitor: Ben A. Guido
Odishaw & Guido, Barristers and Solicitors
2200, 10123-99th Street
Edmonton, Alberta T5J 3H1
Telephone: 780-429-1600

18. Plan 1125154, Block 2, Lot 34: Sale to Marni Wesner
a) Municipal Address: 4092 Whispering River Drive NW, Edmonton
b) Solicitor: Ziad Sheena
Birdsell Grant LLP
102, 5300 50 Street
Stony Plain, Alberta T7Z 1T8
Telephone: 780-963-8181
19. Plan 1125154, Block 2, Lot 17: Sale to Vicky Homes
a) Municipal Address: 4118 Whispering River Drive NW, Edmonton
b) Solicitor: Makiko Hata
Ogilvie LLP, Barristers and Solicitors
Suite 1400, 10303 Jasper Avenue
Edmonton, Alberta T5J 3N6
Telephone: 780-429-6299
20. Plan 1123063, Block 3, Lot 9: Sale to Vicky Homes
a) Municipal Address: 4727 Woolsey Common NW, Edmonton,
b) Solicitor: Makiko Hata
Ogilvie LLP, Barristers and Solicitors
Suite 1400, 10303 Jasper Avenue
Edmonton, Alberta T5J 3N6
Telephone: 780-429-6299

With respect to Plan 1125154, Block 2, Lot 27 (#5 above), we released \$10,000.00 to RMRF LLP in trust on July 15, 2014 regarding the security deposit for the landscaping. The building deposit of \$10,000.00 was released to Madison Park Homes on September 3, 2013.

Further to your letter dated July 18, 2014, we agree to add to our trust letters enclosing the various deposits the following to condition #3:

These funds are only to be released to the purchasers when your office receives independent written confirmation that the conditions for release of each deposit have been met, or subject to court order.

Yours truly,



WILLIAM J. SHYMKO

WJS/mk

Enc.

WILLIAM J. SHYMKO
(B.A., LL.B)
LAW OFFICE

#200, 9602 - 111 Avenue
Edmonton, AB T5G 0A8
TELEPHONE (780) 425-6414
FAX (780) 425-6416
shymkowjlaw@shaw.ca

Our File: 16,542

July 31, 2014

Delivered by Courier

Reynolds Mirth Richards & Farmer LLP
Barristers and Solicitors
3200, 10180-101 Street
Edmonton, Alberta T5J 3W8
Attention: Michael McCabe

This is Exhibit " C " referred to in the
Affidavit of
Christopher Bowra
Sworn before me this 5th day
of September A.D., 2014

Dear Sir:

[Signature]
A Notary Public, A Commissioner for Oaths
in and for the Province of ~~Alberta~~

Re: **830480 Alberta Inc. – Plan 1123063, Block 3, Lot 9**
Sale to Vicky Homes Inc.

British Columbia

I am receiving conflicting instructions on the release of the \$20,000.00 deposit to Vicky Homes from your office and Ogilvie LLP.

I am therefore forwarding my trust cheque payable to your office in the amount of \$20,000.00 as requested by your office and you can then deal directly on this issue with Makiko Hata of Ogilvie LLP.

In that regard, please find enclosed the following:

1. Our firm's trust cheque in the amount of \$20,000.00 made payable to RMRF LLP with respect to Plan 1123063, Block 3, Lot 9 on the sale to Vicky Homes Inc. The said amount of \$20,000.00 represents the security deposit paid to our office in trust to cover the following:
 - a) Hold the security deposit for the building in the amount of \$10,000.00 and the security deposit for the landscaping in the amount of \$10,000.00, for a total holdback of \$20,000.00 until you are in receipt of written confirmation from IBI Group Inc. or equivalent authorities that the conditions for release have been met which are as follows:

IBI Group Inc. or equivalent authorities that the conditions for release have been met which are as follows:

- i) These are to be released by a two stage process, the first being when home construction is completed, rough grade certificate and inspection by IBI Group Inc. confirming that all is in order (first \$10,000.00).
- ii) The release of the final \$10,000.00, however, is only after the City issues the Final Acceptance Certificate (FAC) which could be several months away as there are still roads, sidewalks, etc. to be completed. I understand that the receiver is now staging the property so if a home is currently built in what will become a later stage of development, it could be a long time before the final deposit can be released.

We are forwarding the enclosed funds on the following express trust conditions:

1. You shall immediately notify by letter to each purchaser and/or their lawyer that their deposit is no longer with William J. Shymko Law Office and now with Reynolds Mirth Richards & Farmer LLP because the developer is in receivership, and that my office is no longer involved.
2. These funds are forwarded to your office as deposits made by the purchaser and are to be dealt with according to law and the original real estate purchase contracts, subject to any agreement in writing to the contrary with the purchasers in question or subject to Court Order.
3. These funds are only to be released to the purchasers when your office receives independent written confirmation that the conditions for release of each deposit have been met or subject to court order.

Please confirm your unconditional acceptance of these trust conditions by return mail before the funds are deposited into your trust account.

Yours truly,



WILLIAM J. SHYMKO

WJS/md

Encls.

Lillian Speedtsberg

From: Makiko Hata <MHata@ogilvielaw.com>
Sent: Friday, August 08, 2014 10:26 AM
To: Nerissa A. Young
Cc: Michael J. McCabe, Q.C.
Subject: RE: Email on behalf of Michael McCabe re: 830480 Alberta Inc.
Attachments: Letter from Mr. Shymko.pdf; 421_56235.48_20140808_101120695.pdf

Good Morning Nerissa

In response to Mr. Shymko's letter to your office dated July 31, 2014, with respect, I do not agree with the statements he made regarding the release of the second deposit of \$10,000.00 set out in ii). I have attached the relevant page from his trust letter dated August 15, 2012 regarding his undertaking for the deposits (please note that this trust letter is for lot 17, but the trust conditions for the release of the deposits are the same for the 3 lots that Vicky bought from this developer, being lots 9, 10 and 17).

We have provided the inspection reports from IBI Group confirming compliance with each of the architectural and landscaping requirements. The conditions for release of the deposits have been met. With respect the release of these deposits should not be determined by the Receiver as the deposits are segregated trust funds. The deposits are now due and owing to our client.

Thank you
Makiko



Makiko Hata | Associate | Suite 1400, 10303 Jasper Avenue | Edmonton, AB | T5J 3N6
Direct: (780) 429-6299 | Fax: (780) 701-5999 | OGILVIE LLP | www.ogilvielaw.com



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

Christopher Bowra
Sworn before me this 5th day
of September A.D., 2014

[Signature]
A Notary Public, A Commissioner for Oaths
in and for the Province of ~~Alberta~~ British Columbia

Important Notice: This office will not accept documents for service by email, unless we have given express prior written consent to do so.

CONFIDENTIALITY NOTICE This e-mail transmission, and any documents, files or previous e-mail messages attached to it may contain information that is confidential or legally privileged. If you are not the intended recipient, or a person responsible for delivering it to the intended recipient, you are hereby notified that you must not read this transmission and that any disclosure, copying, printing, distribution or use of any of the information contained in or attached to this transmission is STRICTLY PROHIBITED. If you have received this transmission in error, please immediately notify the sender by return e-mail and delete the original transmission and its attachments without reading, printing, or saving in any manner. Thank you.

From: Nerissa A. Young [<mailto:NYoung@rmrf.com>]
Sent: Friday, August 08, 2014 9:59 AM
To: Makiko Hata
Cc: Michael J. McCabe, Q.C.
Subject: Email on behalf of Michael McCabe re: 830480 Alberta Inc.

I attach a copy of the letter I received from Mr. Shymko when he forwarded the deposits respecting Lot 9 to our office.

My rough understanding is that the first deposit may now be payable, but that the second won't be for some time. However, by copy of this letter, I am inquiring of the Receiver for particulars and will advise in due course.



BARRISTERS SOLICITORS

Reynolds
Mirth
Richards
& Farmer LLP

Michael J. McCabe, Q.C. | Partner
3200 Manulife Place | 10180 - 101 Street | Edmonton AB Canada T5J 3W8
Direct: 780.497.3344 | Fax: 780.429.3044 | Toll Free: 1.800.661.7673
mmccabe@rmrf.com | www.rmrf.com

This communication, including any attachments, is confidential and may be protected by solicitor/client privilege. This communication is intended only for the person or persons to whom it is addressed. Any review, retransmission, dissemination or other use of this information is strictly prohibited. If you have received this e-mail in error, please contact the sender and delete the e-mail. E-mail communications are vulnerable to interception by unauthorized parties. If you are the intended recipient and you do not wish for the sender to communicate with you by e-mail, please notify the sender at your earliest convenience. In the absence of such notification, your consent is assumed.

WILLIAM J. SHYMKO
(B.A., LL.B)
LAW OFFICE

#200, 9602 - 111 Avenue
Edmonton, AB T5G 0A8
TELEPHONE (780) 425-6414
FAX (780) 425-6416
shymkowlaw@shaw.ca

Our File: 16,542

July 31, 2014

Delivered by Courier

Reynolds Mirth Richards & Farmer LLP
Barristers and Solicitors
3200, 10180-101 Street
Edmonton, Alberta T5J 3W8
Attention: Michael McCabe

Dear Sir:

Re: 830480 Alberta Inc. – Plan 1123063, Block 3, Lot 9
Sale to Vicky Homes Inc.

I am receiving conflicting instructions on the release of the \$20,000.00 deposit to Vicky Homes from your office and Ogilvie LLP.

I am therefore forwarding my trust cheque payable to your office in the amount of \$20,000.00 as requested by your office and you can then deal directly on this issue with Makiko Hata of Ogilvie LLP.

In that regard, please find enclosed the following:

1. Our firm's trust cheque in the amount of \$20,000.00 made payable to RMRF LLP with respect to Plan 1123063, Block 3, Lot 9 on the sale to Vicky Homes Inc. The said amount of \$20,000.00 represents the security deposit paid to our office in trust to cover the following:
 - a) Hold the security deposit for the building in the amount of \$10,000.00 and the security deposit for the landscaping in the amount of \$10,000.00, for a total holdback of \$20,000.00 until you are in receipt of written confirmation from IBI Group Inc. or equivalent authorities that the conditions for release have been met which are as follows:

IBI Group Inc. or equivalent authorities that the conditions for release have been met which are as follows:

- i) These are to be released by a two stage process, the first being when home construction is completed, rough grade certificate and inspection by IBI Group Inc. confirming that all is in order (first \$10,000.00).
- ii) The release of the final \$10,000.00, however, is only after the City issues the Final Acceptance Certificate (FAC) which could be several months away as there are still roads, sidewalks, etc. to be completed. I understand that the receiver is now staging the property so if a home is currently built in what will become a later stage of development, it could be a long time before the final deposit can be released.

We are forwarding the enclosed funds on the following express trust conditions:

1. You shall immediately notify by letter to each purchaser and/or their lawyer that their deposit is no longer with William J. Shymko Law Office and now with Reynolds Mirth Richards & Farmer LLP because the developer is in receivership, and that my office is no longer involved.
2. These funds are forwarded to your office as deposits made by the purchaser and are to be dealt with according to law and the original real estate purchase contracts, subject to any agreement in writing to the contrary with the purchasers in question or subject to Court Order.
3. These funds are only to be released to the purchasers when your office receives independent written confirmation that the conditions for release of each deposit have been met or subject to court order.

Please confirm your unconditional acceptance of these trust conditions by return mail before the funds are deposited into your trust account.

Yours truly,



WILLIAM J. SHYMKO

WJS/md

Encls.

7. On the Closing Date, you shall obtain a title search (whether in electronic or paper form) that evidences that the title is subject to no registrations other than those agreed to by the parties and any registrations arising by, through or against the Purchaser (including the Transfer of Land).
8. It is a trust condition that, if the Transfer is held up or rejected by the Land Titles Office due to a defect in the Transfer or the Mortgage which is remediable by you using all reasonable efforts, you shall take such steps and to re-submit the documents for registration.
9. If the Transfer document is held up or rejected by the Land Titles Office due to a defect in the Transfer which is remediable by our office using all reasonable efforts, we undertake to take such steps as may be prescribed by the Land Titles Office in order to remedy such defect, and to return the documents to your office for re-submission of registration. In the alternative, our office may authorize your office to correct such defect if appropriate under the circumstances.

Upon receipt of the entire Cash to Close and any interest payable herein for unconditional release to our client, we undertake to:

1. Payout and discharge the non-permitted encumbrances and provide you with a Certified Copy of Title evidencing the same within a reasonable period of time.
2. Payout the 2012 City of Edmonton levy and all arrears and penalties and provide you with a receipt or copy of a City of Edmonton tax search evidencing the same.
3. Hold the security deposit for the building in the amount of \$10,000.00 and the security deposit for the landscaping in the amount of \$10,000.00 until we are in receipt of written confirmation from 830480 Alberta Inc. that the conditions for release have been met, or in the alternative until we are in receipt of written confirmation from Hagen Surveys Ltd. and Windward Landtec Inc. or equivalent authorities that the conditions for release have been met. .

We look forward to completing this transaction with you.

Yours truly,



WILLIAM J. SHYMKO

WJS/sc

Enc.

WILLIAM J. SHYMKO
(B.A., LL.B)

LAW OFFICE

200, 9602 - 111 Avenue
Edmonton, Alberta
T5G 0A8

TELEPHONE (780) 425-6414
FAX (780) 425-6416
shymkowjlaw@shaw.ca

Our File: 16,542

August 15, 2012

Delivered by Courier

Ogilvie LLP
Barristers and Solicitors
Suite 1400 Canadian Western Bank Place
10303 Jasper Avenue
Edmonton, Alberta T5J 3N6

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

Christopher Bowra
Sworn before me this 5th day
of September A.D., 2014

'12 AUG 16 AM 11:56

Attention: Makiko Hata

Re: Purchaser:
Vendor:
Municipal:
Legal:
Closing Date:
Your File:

Vicky Homes Inc.
830480 Alberta Inc.
4727 Woolsey Common NW, Edmonton, Alberta
Plan 1123063, Block 3, Lot 9
August 22, 2012
56235-10, 12 & 13

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

With reference to the above noted transaction, we enclose the following:

1. Transfer of Land.
2. Statement of Adjustments
3. Courtesy copy of the City of Edmonton Annual Realty Taxation Notice for 2012.
4. GST Certificate of Indemnity
5. Notice re control of construction debris, in duplicate. The duplicate copy is to be signed by the Buyer and returned to us.
6. Information letter with respect to Riverpointe at Windermere Homeowners Association, to be signed by the Buyer and returned to us.
7. Courtesy copy of the Residential Real Estate Purchase Contract dated June 8, 2012.

8. Courtesy copy of the title to Plan 1123063, Block 3, Lot 9.

The enclosed documents are forwarded to your office under the following express trust conditions:

1. You are hereby authorized to insert the description of the transferee provided that the description corresponds with the name of the Buyer(s) as indicated on the Real Estate Purchase Contract dated June 8, 2012 and the amendments thereto (hereinafter the "Contract"). You shall notify us immediately if the description of the transferee is to be different from the Contract.
2. Prior to the Closing Date, and prior to any use being made of the Transfer of Land whatsoever, you shall:
 - a. Have in your trust account to the credit of this transaction, the net difference between the anticipated proceeds of the mortgage being placed by your clients and the Cash to Close as shown in the enclosed Statement of Adjustments plus such interest as may reasonably be expected to become payable pursuant to the trust conditions contained herein.
 - b. Confirm that your clients have placed adequate fire and comprehensive all perils insurance coverage on the property, protecting your clients and any Mortgagee effective as of the Closing Date of July 31, 2012.
 - c. Be satisfied that the purchasers have met all of the known requirements of the Mortgagee, including signing of all of the mortgage documents, to permit the advance of the mortgage proceeds as soon as possible after registration.
 - d. Confirm that your client is a GST registrant or will be a GST registrant as of the Closing Date. If your client is not a GST registrant, you shall notify us immediately. We will then provide you with an Amended Statement of Adjustments that includes the GST payable on this transaction.
 - e. Have in your possession the following:
 - i. **The GST Certificate of Indemnity fully completed and signed by the Buyer under corporate seal or with an Affidavit of Signing Authority.**
 - ii. **the Notice re control of construction debris signed by the Buyer;**
 - iii. **Information letter with respect to Riverpointe at Windermere Homeowners Association signed by the Buyer**
 - iv. a fully executed Transfer of Land from your client, the Buyers, to our clients, the Seller (the "Transfer Back"), and

- v. an effective Irrevocable Assignment and Direction to Pay that will bind you to pay the net proceeds of the Mortgage to our firm if and when they are advanced (the "Assignment of Mortgage Proceeds");
3. The Transfer of Land is to be used only in conjunction with the Mortgage and shall not be presented for registration until you have satisfied all conditions of the Mortgage, except for registration, to enable advance of Mortgage monies.
 4. You will proceed to register the enclosed Transfer of Land and the Mortgage being placed by your clients, concurrently and in that order, no later than the Closing Date.
 5. No later than 12:00 noon on the Closing Date, you will forward the Cash to Close to us in trust for unconditional release to our client along with the following documents:
 - a. The GST Certificate of Indemnity fully completed and signed by the Buyer under corporate seal or with an Affidavit of Signing Authority.
 - b. the Notice re control of construction debris signed by the Buyer.
 - c. Information letter with respect to Riverpointe at Windermere Homeowners Association signed by the Buyer
 6. In the event the cash to close set out in the Statement of Adjustments is not received in our office on or before 12:00 noon on the Closing Date, interest is to be paid on that entire amount at the rate of 3% per annum above the Alberta Treasury Branch prime rate from the Closing Date to and including the date all funds are received at our office for unconditional release to our client. Funds not received by 12 noon on any particular day shall bear interest to the next banking day.
 7. In the event that we have agreed to extend the time to close, and the Cash to Close and interest accumulated thereon has not been unconditionally received at our office on or before the agreed upon extension date, you shall return the enclosed documentation unused forthwith upon our demand.
 8. Notwithstanding the possible extension of time for payment of any amount, time shall continue to be of essence with respect to this transaction.
 9. In the event that you are unable or unwilling to comply with the trust conditions herein, the enclosed documents are to be returned to this office unused, subject to our further negotiations to complete this transaction.

If you are in a position to close this transaction in accordance with the Western Law Societies Conveyancing Protocol, we hereby authorize you to proceed on that basis. We amend our trust conditions to the extent required to incorporate the standard trust letter provisions, as applicable. In such a case, the following additional provisions will apply:

1. You will advise our office that this is a protocol closing.
2. On the Closing Date, you shall obtain a title search (whether in electronic or paper form) that evidences that the title is subject to no registrations other than those agreed to by the parties and any registrations arising by, through or against the Purchaser (including the Transfer of Land).
3. It is a trust condition that, if the Transfer is held up or rejected by the Land Titles Office due to a defect in the Transfer or the Mortgage which is remediable by you using all reasonable efforts, you shall take such steps and to re-submit the documents for registration.
4. If the Transfer document is held up or rejected by the Land Titles Office due to a defect in the Transfer which is remediable by our office using all reasonable efforts, we undertake to take such steps as may be prescribed by the Land Titles Office in order to remedy such defect, and to return the documents to your office for re-submission of registration. In the alternative, our office may authorize your office to correct such defect if appropriate under the circumstances.
5. The Non-Permitted registrations are the following:
 - a. ✓ Registration number 082 483 268 Mortgage. Mortgagee: Carevest Capital Inc.
 - b. ✓ Registration number 082 483 269 Caveat re Assignment of Rents and Leases by Carevest Capital Inc.
 - c. ✓ Registration number 082 483 287 Mortgage -Mortgagee: Carevest Capital Inc.
 - d. ✓ Registration number 082 483 288 Caveat re Assignment of Rents and Leases by Carevest Capital Inc.
 - e. ✓ Registration number 082 483 300 Mortgage; Mortgagee- Carevest Capital Inc.;
 - f. ✓ Registration number 082 483 301 Caveat re Assignment of Rents and Leases by Carevest Capital Inc.;
 - g. ✓ Registration number 082 483 310 Mortgage; Mortgagee- Carevest Capital Inc.;
 - h. ✓ Registration number 082 483 311 Caveat re Assignment of Rents and Leases by Carevest Capital Inc.;
 - i. ✓ Registration number 082 483 337 Mortgage; Mortgagee- Carevest Capital Inc.;
 - j. ✓ Registration number 082 483 338 Caveat re Assignment of Rents and Leases by Carevest Capital Inc.;
 - k. ✓ Registration number 092 271 275 Caveat re Amending Agreement by Carevest Capital Inc.;

- l. ✓ Registration number 092 467 579 Caveat re Amending Agreement by Carevest Capital Inc.
 - m. ✓ Registration Number 102 009 281 Caveat re Amending Agreement by Carevest Capital Inc.
 - n. ✓ Registration Number 102 011 901 Caveat re Amending Agreement by Carevest Capital Inc.
 - o. ✓ Registration number 102 102 289 Mortgage; Mortgagee- Carevest Capital Inc.;
 - p. ✓ Registration number 102 102 290 Caveat re Assignment of Rents and Leases by Carevest Capital Inc.;
 - q. ✓ Registration number 102 210 702 Caveat re Postponement by Carevest Capital Inc.
 - r. ✓ Registration number 102 264 833 Caveat re Postponement by Carevest Capital Inc.
 - s. ✓ Registration number 102 316 631 Caveat re Amending Agreement by Carevest Capital Inc.
 - t. ✓ Registration number 102 319 670 Caveat re Postponement by Carevest Capital Inc.
 - u. ✓ Registration number 112 224 112 Caveat re Amending Agreement by Carevest Capital Inc.
6. Permitted registrations include the following:
- a. ✓ Registration number 112 166 668 Utility Right of Way granted to the City of Edmonton;
 - b. ✓ Registration number 112 166 676 Caveat Re See Instrument by 830480 Alberta Inc. and Riverpointe at Windermere Homeowners Association;
 - c. ✓ Registration number 112 166 677 Restrictive Covenant.
7. On the Closing Date, you shall obtain a title search (whether in electronic or paper form) that evidences that the title is subject to no registrations other than those agreed to by the parties and any registrations arising by, through or against the Purchaser (including the Transfer of Land).
8. It is a trust condition that, if the Transfer is held up or rejected by the Land Titles Office due to a defect in the Transfer or the Mortgage which is remediable by you using all reasonable efforts, you shall take such steps and to re-submit the documents for registration.


9. If the Transfer document is held up or rejected by the Land Titles Office due to a defect in the Transfer which is remediable by our office using all reasonable efforts, we undertake to take such steps as may be prescribed by the Land Titles Office in order to remedy such defect, and to return the documents to your office for re-submission of registration. In the alternative, our office may authorize your office to correct such defect if appropriate under the circumstances.

Upon receipt of the entire Cash to Close and any interest payable herein for unconditional release to our client, we undertake to:

1. ✓ Payout and discharge the non-permitted encumbrances and provide you with a Certified Copy of Title evidencing the same within a reasonable period of time.
2. ✓ Payout the 2012 City of Edmonton levy and all arrears and penalties and provide you with a receipt or copy of a City of Edmonton tax search evidencing the same.
3. ✓ Hold the security deposit for the building in the amount of \$10,000.00 and the security deposit for the landscaping in the amount of \$10,000.00 until we are in receipt of written confirmation from 830480 Alberta Inc. that the conditions for release have been met, or in the alternative until we are in receipt of written confirmation from Hagen Surveys Ltd. and Windward Landtec Inc. or equivalent authorities that the conditions for release have been met. .

We look forward to completing this transaction with you.

Yours truly,



WILLIAM J. SHYMKO

WJS/sc

Enc.

RIVERPOINTE AT WINDERMERE

Real Estate Purchase Contract

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

Christopher Boursa

Sworn before me this 5th day

of September A.D. 2014

[Signature]

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

THIS CONTRACT IS BETWEEN:

830480 ALBERTA INC.
#201, 10504 - 99 Avenue NW
Edmonton, AB T5K 1B2
Ph. (780)424-1600 - Fax (780)424-8400
GST #865333389
(hereinafter called the "Seller")

OF THE FIRST PART

and -

NAME: SHAMEZ JIVRAJ

ADDRESS: 4413 Wingfield Cape

Edmonton, AB T6W 2E1

TELEPHONE: (780)909-0994

FAX:
(hereinafter called the "Buyer")

OF THE SECOND PART

1. THE PROPERTY

1.1 IN CONSIDERATION of the covenants, conditions and stipulations herein contained, and the payments to be made by the Buyer as hereinafter specified, the strict performance of each and every of the said covenants, conditions and stipulations, as well as the making by the Buyer of the said payments being hereby expressly declared conditions precedent, and of the essence of this agreement, the Seller agrees to sell to the Buyer, and the Buyer agrees to purchase from the Seller the following lands and premises, that is to say:

PLAN: 1125154 BLOCK: 2 LOT: 25

EXCEPTING THEREOUT ALL MINES AND MINERALS

(hereinafter called the "Property")

1.2 Unless otherwise agreed in writing, title to the Property will be free and clear of all encumbrances, registrations and obligations except the following:

- 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 and which do not affect the saleability of the Property;
- c) homeowners association caveats, encumbrances and similar registrations; and
- d) those items which the Buyer agreed to assume in this Contract.

2. THE TRANSACTION

2.1 The Buyer and the Seller agree to act cooperatively, reasonably, diligently and in good faith.

2.2 The purchase price of the Property shall be FOUR HUNDRED THIRTY FIVE THOUSAND (\$435,000.00) DOLLARS of lawful money of Canada (the "Purchase Price"), payable in the manner and on the times hereinafter mentioned, that is to say:

FIRSTLY: The sum of Zero ~~(\$ 0.00)~~ DOLLARS as a deposit on the execution of this agreement, the receipt whereof the Seller does hereby acknowledge (the "Deposit").

LASTLY: The balance of the Purchase Price shall be paid on AUGUST 30, 2013 (the "Closing Date").

2.3 If the Seller agrees to accept late payment of the Purchase Price, then the Buyer will pay interest to the Seller calculated daily from and including the Closing Date to (but excluding) the day the Seller is paid in full. Payment received after noon on any day will be payment as of the next business day. The term "business day" throughout this Contract means a day when both the Land Titles Office and chartered banks are open for business. "Interest" means the prime lending rate of the Province of Alberta Treasury Branches at the Closing Date plus 3%.

2.4 PROVIDED HOWEVER that in the event that the Buyer has obtained mortgage financing with respect to the construction of a residential dwelling on the Property in an amount sufficient to pay the full balance of the purchase price and agreed interest and upon production of a valid mortgage commitment to the Seller's solicitor, the Seller's solicitor shall provide a registerable transfer of the Property to the Buyer's solicitor on trust conditions sufficient to enable registration and advance of such mortgage.

2.5 If the Buyer shall fail to complete the purchase of the lands and premises herein provided for on the terms and conditions herein set forth (otherwise than as a result of default of the Seller, then the Seller shall be entitled to have the Deposit forfeited to the Seller as liquidated damages and not as penalty and at the option of the Seller, these presents shall in that event be terminated and be of no further force and effect. Provided always that in the event of the Buyer making default in the payment of all or any of the monies herein agreed to be paid as and when the same respectively become due and payable, or any other default of the Buyer, all costs and expenses incurred in connection with any proceedings to enforce the Seller's rights hereunder, as between solicitor and client, shall be deemed to be secured hereby and charged upon the lands and premises and shall without demand therefor be payable by the Buyer to the Seller with interest at the rate hereinbefore provided.

3. CLOSING

3.1 Unless otherwise agreed in writing, this Contract will be completed, the Purchase Price will be fully paid and vacant possession will be available by noon on the Closing Date. If the Closing Date is not a business day, then conveyancing matters and payment of the Purchase Price will be completed by 12:00 noon on the preceding business day. Possession will be available on and adjustments will be made as of the Closing Date.

3.2 Items which are normally adjusted for, such as real estate taxes and amortized local improvement levies, will be assumed by the Buyer and will be adjusted as of noon on the Closing Date. All adjustable items are the Seller's responsibility for the entire Closing Date.

3.3 The Seller's lawyer may use the Purchase Price to pay out all mortgages, registrations and other financial obligations that are the Seller's obligation to discharge. Within a reasonable period of time after the Closing Date, the Seller's lawyer will provide the Buyer's lawyer with evidence of all discharges including, where required, a certified copy of the certificate of title.

3.4 The Seller and the Seller's lawyer will deliver normal closing documents to the Buyer or the Buyer's lawyer upon reasonable conditions consistent with the terms of this Contract. The Buyer must have a reasonable period of time before the Closing Date to confirm registration of documents at the Land Titles Office and to obtain the advance of proceeds for any new financing.

4. GOODS AND SERVICES TAX

4.1 The Goods and Services Tax ("GST") is not included in the Purchase Price and, notwithstanding any provision contained in this Agreement, it is expressly agreed to by the Buyer that the applicable GST shall be payable by the Buyer to the Seller at the Closing Date. The Seller shall have the right to refuse to convey title to the Buyer until and unless the Buyer shall have paid the GST or shall have otherwise established to the Seller's satisfaction that the Buyer has complied with all applicable provisions of the *Excise Tax Act (Canada)* with respect to the within purchase. The GST shall be deemed to be monies owing and collectible in a like manner as the purchase price. The Buyer hereby indemnifies the Seller against any and all obligations to remit the GST, excepting only that which is the responsibility of the Seller to remit.

4.2 ~~DELETE FOLLOWING SECTION IF INAPPLICABLE. IF APPLICABLE, TAX WILL NOT BE REQUIRED TO BE PAID TO THE SELLER.~~

The Buyer further agrees, represents and warrants that:

- a) it is a corporation duly incorporated and validly existing under the laws of the Province of Alberta; and
- b) it is a registrant within the meaning of Part IX of the *Excise Tax Act (Canada)* and that its GST Registration Number is _____.

The Buyer covenants that it shall complete and execute such forms, make such filings and reports, and do all other things that are necessary or required pursuant to the *Excise Tax Act (Canada)*, all within the time limits prescribed in such Act.

5. CONDITIONS

5.1 The Buyer's conditions are:

- a) None
- b) _____
- c) _____

to be satisfied before 9:00 p.m. on _____
(the "Condition Day")

5.2 The Seller's conditions are:

- a) _____
- b) _____
- c) _____

to be satisfied before 9:00 p.m. on _____
(the "Condition Day").

5.3 Unless otherwise agreed in writing, the Buyer's conditions are for the sole benefit of the Buyer and the Seller's conditions are for the sole benefit of the Seller.

5.4 The Buyer and the Seller may unilaterally waive or satisfy their conditions by giving a Notice in writing to the other party (the "Notice") on the stated Condition Day.

5.5 Provided that the Buyer or the Seller, as the case may be, uses reasonable efforts to satisfy the conditions, if the Notice has not been given on the stated Condition Day, then this Contract is ended.

6. RESPONSIBILITIES AND OBLIGATIONS OF THE BUYER

6.1 It is understood and agreed that the Buyer is purchasing city residential (serviced with power, gas, city water, telephone and cable for TV) land only. The Seller undertakes to install such local improvements and utilities as are required and in the manner stipulated by the City of Edmonton in terms of the Development Agreement.

6.2 The Buyer, and its successors and assigns, shall be responsible for the repair of any damage whatsoever caused to any local improvement, utilities or survey station installation of any nature or kind installed or provided by the Seller in or in respect of the lands and premises or public areas or adjoining areas, whether fronting or flanking the lands and premises, or otherwise, necessitated or caused by any action of any person, firm or corporation acting a agent, servant, contractor, workmen, invitees or licensees, other than the Seller, or the Seller's servants, contractors, agents, workmen, vehicles, invitees, licensees, materials or equipment.

6.3 As security for the Buyer's obligations in terms of paragraph 6.2 above and the provisions of the Restrictive Covenant registered by the Seller against the Property, the Buyer shall deliver to the Seller on the Closing Date the additional sum of TWENTY THOUSAND (\$20,000.00) DOLLARS representing a building security deposit of \$10,000.00 and a landscaping security deposit of \$10,000.00 (together referred to as the "Security Deposit") with respect to the purchase of the Property as more particularly set out in the Architectural Design Guidelines

attached hereto as Schedule "A". These funds shall be held in trust by the solicitor for the Seller to be released in accordance with the terms of the aforesaid Architectural Design Guidelines.

Any deficiencies or damages will be deducted from the Security Deposits. Any sum so expended by the Seller in excess of the Security Deposits shall be paid by the Buyer to the Seller on demand and, until paid, shall constitute a charge on the land and, 30 days following the date of demand, shall bear interest at the rate and be calculated in the manner and at the time set forth in the Real Estate Purchase Contract.

6.4 Prior to the end of 24 months from the Closing Date, the Buyer covenants to have commenced construction and development of residential premises upon the Property in accordance with this Contract. For the purposes hereof "commenced construction and development of residential premises" shall mean completion of the aforementioned approved premises to foundation and wall structures, ready to receive roof structure. The residential premises shall be completed and ready for occupancy within 12 months of commencing construction including the front landscaping requirements to be completed within one year of completion of home construction as set out in Schedule "A" hereto.

7. WARRANTIES AND REPRESENTATIONS OF THE SELLER

The Seller represents and warrants to the Buyer that:

- a) the Seller has the legal right to sell the Property;
- b) the Seller is a resident of Canada for the purposes of the *Income Tax Act (Canada)*;
- c) the current use of the Land complies with the existing municipal land use bylaw.

8. REMEDIES/DISPUTES

8.1 If the Seller or the Buyer fails or refuses to complete this Contract according to its terms, then the other party may pursue all available remedies. The Seller's remedies include keeping the Deposit and claiming additional damages. Both the Seller and the Buyer can claim reasonable costs including legal fees and disbursements on a solicitor/client full indemnity basis.

8.2 If the Seller must restore title to the Property, enforce a lien against the Property or regain possession of the Property due to the Buyer's default, then the Buyer will pay the Seller's reasonable costs including legal fee and disbursements on a solicitor/client full indemnity basis.

9. GENERAL

9.1 It is agreed that time is to be considered the essence of this Agreement.

9.2 All changes of number and gender shall be made where required.

9.3 All of the provisions of this Agreement shall survive payment of the Purchase Price and delivery and registration of the Transfer of Land.

9.4 The covenants, provisos, powers and licenses herein expressed or implied shall be binding upon and enure to the benefit of and may be exercised or enjoyed by the heirs, executors, administrators or approved assigns of the Buyer.

9.4 Receipt and acceptance of the Architectural Design Guidelines with respect to the Property is hereby acknowledged by the Buyer.

9.5 It is agreed and understood that the Property is sold as is and any additional improvements to the Property are to be at the Buyer's cost.

10. ADDITIONAL TERMS

The following are the additional terms of sale (if any):

11. OFFER

11.1 The Buyer offers to buy the Property for the Purchase Price according to the terms of this Contract.

11.2 This offer shall be open for acceptance in writing until 6 p.m. on August 23, 2013.

SIGNED AND DATED at Edmonton, Alberta, this 23rd day of August, 2013.

WITNESS

WITNESS

BUYER

BUYER

12. ACCEPTANCE

The Seller accepts the Buyer's offer and agrees to sell the Property for the Purchase Price according to the terms of this Contract.

SIGNED AND DATED at Edmonton, Alberta, this 23 day of August, 2013.

WITNESS

SELLER

13. FINAL ACCEPTANCE

This Contract was made (final acceptance) on Aug 23, 2013.

INITIALS OF THE PERSON(S) WHO SIGNED LAST _____

Riverpointe at Windermere Architectural Guidelines Summary

The following summary guidelines were designed to ensure that the quality and integrity of the community is maintained to the extent of creating a high level of visual appearance – protecting property values now and in the future. Because of a wide variety and individual taste in house types in any development, care must be taken to incorporate these unique values into our development, giving special attention to each home's relationship with neighboring properties. Architectural detailing and continuity will apply to all homes.

Minimum House Sizes

Bungalow	1800 sq. feet
Two-Storey	2800 sq. feet (1350 main floor)

Minimum front and rear yard setbacks to be in accordance with City of Edmonton zoning bylaw. Side yard setback is to be not less than 2.0 m or 20% of site width, whichever is greater. Individual homes will be reviewed on their own merits of design, massing proportion and compatibility.

Exterior Finishes and Colour

- Roof materials shall consist of Cedar shakes, Decra Metal Roofing (Shake Profile) or Unicrete clay tile (muted tones) or Gem Euroslate rubber roof tiles.
- Exterior materials shall include brick, stone or shale in stacked application in a panel form, stucco of sand float finish, hardboard siding. Fieldstone and Stone tile will be considered on an individual basis. No vinyl siding will be allowed in this area.

All exterior colour schemes must be approved to avoid intense shades and duplication on adjacent lots as well as directly across the street.

Trim Materials

- Front gable end roofs to have minimum 6" shadow bands.
- Louvres and trim details must be consistent with the particular style represented
- Where columns or posts are used on the front or highly visible elevations, they are to be of substantial form and solid in appearance including suitable details at top and bottom
- Windows and grill patterns must be consistent with the particular style represented
- Cap & sill details on windows & doors
- Entrance treatments must incorporate a verandah or covered entry
- Minimum 300 sq. ft. of stone or brick in panel format – Corner lots shall utilize 400 sq ft of stone or brick. Only real brick or stonework is to be used.

Roof pitch minimum 6/12, Bungalows minimum 7/12 (or higher at Consultant' discretion), Fascia minimum 10", overhangs proportionate to the style of home. Minimum 12" overhangs required on all bays or cantilevers.

Paving to be a maximum of 2'-0" above grade at all elevations (bi levels 1'-0" at front)

Brick or stone to have a minimum of 24" returns.

P.O

All flues to be chased and corbelled with the same finish and details as the home.

Corner lots require special design consideration. Bungalows and side splits are recommended.

All walkout lots shall have rear elevations detailed same as front and must avoid a three-storey appearance.

The rear and flanking elevations on all high visibility lots to have facade detailing consistent with front elevations.

Garages & Driveways

Minimum double attached front drive garages are required.

All triple car garages to have articulation. The garage doors are to match the predominant wall color of the home. Garage doors may match the trim color of the home at the discretion of the Consultant. Side drive garages will be considered subject to approval. Driveways must be of one of the following materials:

- Coloured concrete pavers with brick edging (colours to be approved by architectural consultant)
- Exposed or washed concrete
- Exposed aggregate
- Asphalt with curb
- Concrete entrance step to match the driveway is required.

Damage Deposit

Require a \$10,000.00 per lot damage deposit or a letter of Credit of \$10,000.00, (Regardless of the number of lots).

Landscape & Fencing

Landscaping:

Developer will collect a \$10,000.00 per lot landscape deposit or a letter of Credit of \$10,000.00 to ensure landscape compliance.

Landscape requirements:

- Minimum of two trees and full sod in front yard and to the curb
 - Coniferous - 8 high minimum
 - Deciduous - 3" caliper minimum
- In addition 8 shrubs (18" high or spread) must be installed in one or more prepared shrub beds.
- Landscaping plan to be submitted for approval
- Fencing requirements: Uniform fencing required to match sub-division fencing – must be approved by Developer's Architectural Consultant on lot-by-lot basis

Miscellaneous

Recreation vehicles to be fully screened from view.

Builder / Homeowner to start construction within two years with a further one year for completion. Front landscaping to be completed within one year of completion of home construction.

This is only a summary of the Architectural Guidelines for Riverpointe at Windermere.
Please contact Developer for full and final copy.

DIRECTORY	Phone/Fax	Contact Name	Address
Developer: VIP Development Group of Companies Inc. (830480 Alberta Inc.)	Tel. 780-424-1600 Fax 780-424-8400	Monica Shymko	#201, 10604 - 89 Avenue Edmonton, AB T6K 1B2
Engineers: IBI Group	Tel. 780-428-4000 Fax. 780-428-3256	Ryan Thomas	1050, 10405 Jasper Ave. Edmonton, AB T5J 3N4
Architectural Applications: IBI Group	Tel. 780-428-4000 Fax. 780-428-3256		1050, 10405 Jasper Ave. Edmonton, AB T5J 3N4
Solicitor: William J. Shymko	Ph: 780-425-6414 Fax: 780-425-6410	William J. Shymko	200, 10106 - 108 Ave. Edmonton, AB T5H 1A7
Surveyor: Hagen Surveys	Ph: 780-464-5508 Fax: 780-464-4450	Roy Maxwell	8929 - 20 St. Edmonton, AB T6P 1K8

RIVERPOINTE AT WINDERMERE

Real Estate Purchase Contract is Exhibit "G" referred to in the Affidavit of

THIS CONTRACT IS BETWEEN:

830480 ALBERTA INC.
#201, 10504 - 99 Avenue NW
Edmonton, AB T5K 1B2
Ph. (780)424-1600 - Fax (780)424-8400
GST #865333389
(hereinafter called the "Seller")

Christopher Bowra
Sworn before me this 5th day
of September A.D., 20 14
[Signature]
A Notary Public, A Commissioner for Oaths
in and for the Province of Alberta
British Columbia

OF THE FIRST PART

and -

NAME: Nikesh Homes Inc.
ADDRESS: 4332 - 148 Street
Edmonton, AB
T6H 5V5
TELEPHONE: (780) 988-6327
FAX: _____
(hereinafter called the "Buyer")

OF THE SECOND PART

1. THE PROPERTY

1.1 IN CONSIDERATION of the covenants, conditions and stipulations herein contained, and the payments to be made by the Buyer as hereinafter specified, the strict performance of each and every of the said covenants, conditions and stipulations, as well as the making by the Buyer of the said payments being hereby expressly declared conditions precedent, and of the essence of this agreement, the Seller agrees to sell to the Buyer, and the Buyer agrees to purchase from the Seller the following lands and premises, that is to say:

PLAN: TBD BLOCK: 3 LOT: 45
EXCEPTING THEREOUT ALL MINES AND MINERALS
(hereinafter called the "Property")

(If the subdivision plan with respect to the Property has not yet been registered, then your right to purchase the Property is conditional on the plan of subdivision being registered at the North Alberta Land Registration District in Edmonton.)

1.2 Unless otherwise agreed in writing, title to the Property will be free and clear of all encumbrances, registrations and obligations except the following:

- 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 and which do not affect the saleability of the Property;
- c) homeowners association caveats, encumbrances and similar registrations; and
- d) those items which the Buyer agreed to assume in this Contract.

2. THE TRANSACTION

2.1 The Buyer and the Seller agree to act cooperatively, reasonably, diligently and in good faith.

2.2 The purchase price of the Property shall be Three Hundred Eighty Seven Thousand ^{Fifty Five} (\$ ~~387,000.00~~) DOLLARS of lawful money of Canada (the "Purchase Price"), payable in the manner and on the times hereinafter mentioned, that is to say:

55,000

28

FIRSTLY: The sum of Thirty Eight Thousand Seven Hundred (\$ 38,700.00) DOLLARS as a deposit on the execution of this agreement, the receipt whereof the Seller does hereby acknowledge. The deposit is fully refundable if for any reason the Buyer chooses not to proceed with the transaction at any point prior to 30 days following receipt of notice by the Seller that the subdivision plan has been registered.

LASTLY: The balance of the Purchase Price shall be paid thirty (30) days following receipt of notification from the Seller that the subdivision plan has been registered (the "Closing Date").

2.3 If the Seller agrees to accept late payment of the Purchase Price, then the Buyer will pay interest to the Seller calculated daily from and including the Closing Date to (but excluding) the day the Seller is paid in full. Payment received after noon on any day will be payment as of the next business day. The term "business day" throughout this Contract means a day when both the Land Titles Office and chartered banks are open for business. "Interest" means the prime lending rate of the Province of Alberta Treasury Branches at the Closing Date plus 3%.

2.4 PROVIDED HOWEVER that in the event that the Buyer has obtained mortgage financing with respect to the construction of a residential dwelling on the Property in an amount sufficient to pay the full balance of the purchase price and agreed interest and upon production of a valid mortgage commitment to the Seller's solicitor, the Seller's solicitor shall provide a registerable transfer of the Property to the Buyer's solicitor on trust conditions sufficient to enable registration and advance of such mortgage.

2.5 If the Buyer shall fail to complete the purchase of the lands and premises herein provided for on the terms and conditions herein set forth (otherwise than as a result of default of the Seller, then the Seller shall be entitled to have the deposit forfeited to the Seller as liquidated damages and not as penalty and at the option of the Seller, these presents shall in that event be terminated and be of no further force and effect. Provided always that in the event of the Buyer making default in the payment of all or any of the monies herein agreed to be paid as and when the same respectively become due and payable, or any other default of the Buyer, all costs and expenses incurred in connection with any proceedings to enforce the Seller's rights hereunder, as between solicitor and client, shall be deemed to

be secured hereby and charged upon the lands and premises and shall without demand therefor be payable by the Buyer to the Seller with interest at the rate hereinbefore provided.

3. CLOSING

3.1 Unless otherwise agreed in writing, this Contract will be completed, the Purchase Price will be fully paid and vacant possession will be available by noon on the Closing Date. If the Closing Date is not a business day, then conveyancing matters and payment of the Purchase Price will be completed by 12:00 noon on the preceding business day. Possession will be available on and adjustments will be made as of the Closing Date.

3.2 Items which are normally adjusted for, such as real estate taxes and amortized local improvement levies, will be assumed by the Buyer and will be adjusted as of noon on the Closing Date. All adjustable items are the Seller's responsibility for the entire Closing Date.

3.3 The Seller's lawyer may use the Purchase Price to pay out all mortgages, registrations and other financial obligations that are the Seller's obligation to discharge. Within a reasonable period of time after the Closing Date, the Seller's lawyer will provide the Buyer's lawyer with evidence of all discharges including, where required, a certified copy of the certificate of title.

3.4 The Seller and the Seller's lawyer will deliver normal closing documents to the Buyer or the Buyer's lawyer upon reasonable conditions consistent with the terms of this Contract. The Buyer must have a reasonable period of time before the Closing Date to confirm registration of documents at the Land Titles Office and to obtain the advance of proceeds for any new financing.

4. GOODS AND SERVICES TAX

4.1 The Goods and Services Tax ("GST") is not included in the Purchase Price and, notwithstanding any provision contained in this Agreement, it is expressly agreed to by the Buyer that the applicable GST shall be payable by the Buyer to the Seller at the Closing Date. The Seller shall have the right to refuse to convey title to the Buyer until and unless the Buyer shall have paid the GST or shall have otherwise established to the Seller's satisfaction that the Buyer has complied with all applicable provisions of the *Excise Tax Act (Canada)* with respect to the within purchase. The GST shall be deemed to be monies owing and collectible in a like manner as the purchase price. The Buyer hereby indemnifies the Seller against any and all obligations to remit the GST, excepting only that which is the responsibility of the Seller to remit.

4.2 ~~DELETE FOLLOWING SECTION IF INAPPLICABLE. IF APPLICABLE, TAX WILL NOT BE REQUIRED TO BE PAID TO THE SELLER.~~

The Buyer further agrees, represents and warrants that:

- a) it is a corporation duly incorporated and validly existing under the laws of the Province of Alberta; and
- b) it is a registrant within the meaning of Part IX of the *Excise Tax Act (Canada)* and that its GST Registration Number is _____.

The Buyer covenants that it shall complete and execute such forms, make such filings and reports, and do all other things that are necessary or required pursuant to the *Excise Tax Act (Canada)*, all within the time limits prescribed in such Act.

5. CONDITIONS

5.1 The Buyer's conditions are:

- a) _____
- b) _____
- c) _____

to be satisfied before 9:00 p.m. on _____
(the "Condition Day")

5.2 The Seller's conditions are:

- a) _____
- b) _____
- c) _____

to be satisfied before 9:00 p.m. on _____
(the "Condition Day").

5.3 Unless otherwise agreed in writing, the Buyer's conditions are for the sole benefit of the Buyer and the Seller's conditions are for the sole benefit of the Seller.

5.4 The Buyer and the Seller may unilaterally waive or satisfy their conditions by giving a Notice in writing to the other party (the "Notice") on the stated Condition Day.

5.5 Provided that the Buyer or the Seller, as the case may be, uses reasonable efforts to satisfy the conditions, if the Notice has not been given on the stated Condition Day, then this Contract is ended.

6. RESPONSIBILITIES AND OBLIGATIONS OF THE BUYER

6.1 It is understood and agreed that the Buyer is purchasing city residential (serviced with power, gas, city water, telephone and cable for TV) land only. The Seller undertakes to install such local improvements and utilities as are required and in the manner stipulated by the City of Edmonton in terms of the Development Agreement.

6.2 The Buyer, and its successors and assigns, shall be responsible for the repair of any damage whatsoever caused to any local improvement, utilities or survey station installation of any nature or kind installed or provided by the Seller in or in respect of the lands and premises or public areas or adjoining areas, whether fronting or flanking the lands and premises, or otherwise, necessitated or caused by any action of any person, firm or corporation acting a agent, servant, contractor, workmen, invitees or licensees, other than the Seller, or the Seller's servants, contractors, agents, workmen, vehicles, invitees, licensees, materials or equipment.

6.3 As security for the Buyer's obligations in terms of paragraph 6.2 above and the provisions of the Restrictive Covenant registered by the Seller against the Property, the Buyer shall deliver to the Seller on the Closing Date the additional sum of TWENTY THOUSAND (\$20,000.00) DOLLARS representing a building security deposit of \$10,000.00 and a landscaping security deposit of \$10,000.00 (together referred to as the "Security Deposit") with respect to the purchase of the Property as more particularly set out in the Architectural Design Guidelines attached hereto as Schedule "A". These funds shall be held in trust by the solicitor for the Seller to be released in accordance with the terms of the aforesaid Architectural Design Guidelines.

Any deficiencies or damages will be deducted from the Security Deposits. Any sum so expended by the Seller in excess of the Security Deposits shall be paid by the Buyer to the Seller on demand and, until paid, shall constitute a charge on the land and, 30 days following the date of demand, shall bear interest at the rate and be calculated in the manner and at the time set forth in the Real Estate Purchase Contract.

6.4 Prior to the end of 24 months from the Closing Date, the Buyer covenants to have commenced construction and development of residential premises upon the Property in accordance with this Contract. For the purposes hereof "commenced construction and development of residential premises" shall mean completion of the aforementioned approved premises to foundation and wall structures, ready to receive roof structure. The residential premises shall be completed and ready for occupancy within 12 months of commencing construction including the landscaping requirements as set out in Schedule "A" hereto.

7. WARRANTIES AND REPRESENTATIONS OF THE SELLER

The Seller represents and warrants to the Buyer that:

- a) the Seller has the legal right to sell the Property;
- b) the Seller is a resident of Canada for the purposes of the *Income Tax Act (Canada)*;
- c) the current use of the Land complies with the existing municipal land use bylaw.

8. REMEDIES/DISPUTES

8.1 If the Seller or the Buyer fails or refuses to complete this Contract according to its terms, then the other party may pursue all available remedies. The Seller's remedies include keeping the Deposit and claiming additional damages. Both the Seller and the Buyer can claim reasonable costs including legal fees and disbursements on a solicitor/client full indemnity basis.

8.2 If the Seller must restore title to the Property, enforce a lien against the Property or regain possession of the Property due to the Buyer's default, then the Buyer will pay the Seller's reasonable costs including legal fee and disbursements on a solicitor/client full indemnity basis.

9. GENERAL

9.1 It is agreed that time is to be considered the essence of this Agreement.

9.2 All changes of number and gender shall be made where required.

9.3 All of the provisions of this Agreement shall survive payment of the Purchase Price and delivery and registration of the Transfer of Land.

9.4 The covenants, provisos, powers and licenses herein expressed or implied shall be binding upon and enure to the benefit of and may be exercised or enjoyed by the heirs, executors, administrators or approved assigns of the Buyer.

9.4 Receipt and acceptance of the Architectural Design Guidelines with respect to the Property is hereby acknowledged by the Buyer.

9.5 It is agreed and understood that the Property is sold as is and any additional improvements to the Property are to be at the Buyer's cost.

10. ADDITIONAL TERMS

The following are the additional terms of sale (if any):

11. OFFER

11.1 The Buyer offers to buy the Property for the Purchase Price according to the terms of this Contract.

11.2 This offer shall be open for acceptance in writing until _____m on _____

SIGNED AND DATED at Edmonton, Alberta, this 20 day of November, ²⁰⁰⁹~~2010~~.

WITNESS [Signature] BUYER Nikesh Hansen Dne

WITNESS _____ BUYER _____

12. ACCEPTANCE

The Seller accepts the Buyer's offer and agrees to sell the Property for the Purchase Price according to the terms of this Contract.

SIGNED AND DATED at Edmonton, Alberta, this 20 day of NOVEMBER, ²⁰⁰⁹~~2010~~.

WITNESS [Signature] SELLER [Signature]

13. FINAL ACCEPTANCE

This Contract was made (final acceptance) on November 20, ²⁰⁰⁹~~2010~~.

INITIALS OF THE PERSON(S) WHO SIGNED LAST [Signature]

Riverpointe at Windermere Architectural Guidelines Summary

The following summary guidelines were designed to ensure that the quality and integrity of the community is maintained to the extent of creating a high level of visual appearance – protecting property values now and in the future. Because of a wide variety and individual taste in house types in any development, care must be taken to incorporate these unique values into our development, giving special attention to each home's relationship with neighboring properties. Architectural detailing and continuity will apply to all homes.

Minimum House Sizes

Bungalow	2000 sq. feet
Bi-Level	2000 sq. feet (main floor)
Split Level	1600 sq. feet (main floor)
Two-Storey	2500 sq. feet (1350 main floor)

Setbacks in accordance with City of Edmonton zoning bylaw.
Individual homes will be reviewed on their own merits of design, massing proportion and compatibility.

Exterior Finishes and Colour

- Roof materials shall consist of Cedar shakes, Decra Metal Roofing (Shake Profile) or Unicrete clay tile (muted tones) or Gem Euroslate rubber roof tiles.
- Exterior materials shall include brick, stone or shale in stacked application in a panel form, stucco of sand float finish, hardiboard siding. Fieldstone and Stone tile will be considered on an individual basis. No vinyl siding will be allowed in this area.

All exterior colour schemes must be approved to avoid intense shades and duplication on adjacent lots as well as directly across the street.

Trim Materials

- Front gable end roofs to have minimum 6" shadow bands.
- Louvres and trim details must be consistent with the particular style represented
- Where columns or posts are used on the front or highly visible elevations, they are to be of substantial form and solid in appearance including suitable details at top and bottom
- Windows and grill patterns must be consistent with the particular style represented
- Cap & sill details on windows & doors
- Entrance treatments must incorporate a verandah or covered entry
- Minimum 300 sq. ft. of stone or brick in panel format – Corner lots shall utilize 400 sq ft of stone or brick. Only real brick or stonework is to be used.

Roof pitch minimum 6/12, Bungalows minimum 7/12 (or higher at Consultant' discretion), Fascia minimum 10", overhangs proportionate to the style of home. Minimum 12" overhangs required on all bays or cantilevers.

Parging to be a maximum of 2'-0" above grade at all elevations (bi levels 1'-0" at front)

Brick or stone to have a minimum of 24" returns.

All flues to be chased and corbelled with the same finish and details as the home.

Corner lots require special design consideration. Bungalows and side splits are recommended.

All walkout lots shall have rear elevations detailed same as front and must avoid a three -storey appearance.

The rear and flanking elevations on all high visibility lots to have facade detailing consistent with front elevations.

Garages & Driveways

Minimum double attached front drive garages are required.

All triple car garages to have articulation. The garage doors are to match the predominant wall color of the home. Garage doors may match the trim color of the home at the discretion of the Consultant. Side drive garages will be considered subject to approval. Driveways must be of one of the following materials:

- Coloured concrete pavers with brick edging (colours to be approved by architectural consultant)
- Exposed or washed concrete
- Exposed aggregate
- Asphalt with curb
- Concrete entrance step to match the driveway is required.

Damage Deposit

Require a \$10,000.00 per lot damage deposit or a letter of Credit of \$10,000.00. (Regardless of the number of lots).

Landscape & Fencing

Landscaping:

Developer will collect a \$10,000.00 per lot landscape deposit or a letter of Credit of \$10,000.00 to ensure landscape compliance.

Landscape requirements:

- Minimum of two trees and full sod in front yard and to the curb
 - Coniferous - 8 high minimum
 - Deciduous - 3" caliper minimum
- In addition 8 shrubs (18" high or spread) must be installed in one or more prepared shrub beds.
- Landscaping plan to be submitted for approval
- Fencing requirements: Uniform fencing required to match sub-division fencing – must be approved by Developer's Architectural Consultant on lot-by-lot basis

Miscellaneous

Recreation vehicles to be fully screened from view.

Builder / Homeowner to start construction within two years with a further one year for completion. Front landscaping to be completed within one year of completion of home construction.

**This is only a summary of the Architectural Guidelines for Riverpointe at Windermere.
Please contact Developer for full and final copy.**

DIRECTORY	Phone/Fax	Contact Name	Address
Developer: VIP Development Group of Companies Inc. (830480 Alberta Inc.)	Tel. 780-424-1600 Fax 780-424-8400	Monica Shymko	#201, 10504 – 99 Avenue Edmonton, AB T5K 1B2
Engineers: IBI Group	Tel. 780-428-4000 Fax. 780.	Ryan Thomas	1050, 10405 Jasper Ave. Edmonton, AB T5J 3N4
Architectural Applications: Windward Landtec	Ph: 780-464-8799 Fax: 780-464-6896	Ray Jacobson	12128 - 121A St. Edmonton, AB. T5L 0A4
Solicitor: William J. Shymko	Ph: 780-425-6414 Fax: 780-425-6416	William J. Shymko	200, 10105 – 108 Ave. Edmonton, AB T5H 1A7
Surveyor: Hagen Surveys	Ph: 780-464-5506 Fax: 780-464-4450	Roy Maxwell	8929 – 20 St. Edmonton, AB T6P 1K8



RESIDENTIAL REAL ESTATE PURCHASE CONTRACT AMENDMENT

This Amendment is attached to and forms part of the Residential Real Estate Purchase Contract # MDL201239

Between

THE SELLER

and

THE BUYER

Name 830480 ALBERTA INC.

Name VICKY'S HOME INC. OR NOMINEE

Name _____

With respect to the Property described as:

Municipal Address 4727 WOOLSEY COMMON EDMONTON T6W 2B9

BLK 3 LOT 9 PLAN 1123083

The following changes shall be made to the above Purchase Contract and, except for such changes noted below, all other terms and conditions in the Purchase Contract shall remain as stated therein.

DELETE:

4.1 POSSESSION DATE BY NOON ON THE 13 DAY OF AUGUST, 2012

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

Christopher Bowra
Sworn before me this 5th day
of September A.D., 2014

[Signature]
A Notary Public, A Commissioner for Oaths
for the Province of ~~Alberta~~ British Columbia

INSERT:

4.1 POSSESSION DATE BY NOON ON THE 22 DAY OF AUGUST, 2012

DATED at 10:30 a.m. on Aug 20 2012

[Signature]
Seller

[Signature]
Witness

Seller

Witness

DATED at 4:30 p.m. on AUGUST 18 2012

[Signature]
Buyer

[Signature]
Witness

Witness

Buyer

Witness



Devonshire Realty Inc.

11058 - 51 Avenue
Edmonton, Alberta T6H 0L4
(780) 438-2500 (24 Hrs)
Fax: (780) 435-0100

August 7, 2012

Mr. Makiko Hata
Ogilvie LLP
1400, 10303 Jasper Avenue
Edmonton, AB T5J 3N6
Bus: 421-1818 Fax: 429-4453
Attention: Mr. Makiko Hata

Dear Sir/Madame:

Re: 830480 Alberta Inc. - Vicky's Homes Inc.
4727 Woolsey Common, Edmonton, AB

Attached please find a "Conveyancer's Instruction Report" outlining the details of a transaction and copies of all related documents.

This is to affirm our understanding that your office will be attending to the completion of the conveyance on behalf of the Buyer.

Should you have any questions please contact the undersigned.

Yours truly,
Realty Executives-Devonshire Realty

Madraen Bell
Office Administrator
Number of Pages: 20

Aug 20 2012
Mr. Makiko Hata
Devonshire Realty Inc.
Edmonton, Alberta

Conveyancer's Instruction Report

Realty Executives Listing And Selling Office
 August 7, 2012 RE: Deal Number 1-293364
 Seller: 830480 Alberta Inc.
 Address: #201, 10504 - 99 Avenue, Edmonton, AB T5K 1B2
 Telephone: 780-424-1600
 Occupation:
Seller's Lawyer: Mr. William J. Shymko
 Barrister & Solicitor
 #200, 9602 - 111 Avenue, Edmonton, AB T5G 0A8
 Address: 425-6414
 Telephone: 425-6416
 Fax :
 Buyer: Vicky's Homes Inc.
 Address: #412, 2057 - 111 Street, Edmonton, AB
 Telephone: 780-984-6666
 Occupation:
Buyer's Lawyer: Mr. Makiko Hata
 Ogilvie LLP
 1400, 10303 Jasper Avenue, Edmonton, AB T5J 3N6
 Address: 421-1818
 Telephone: 429-4453
 Fax :
Property Address: 4727 Woolsey Common, Edmonton, AB T6W 0S8
Legal: Lot 9, Block 3, Plan 1123063

 Sale Price: \$ 326,000.00
 Trust Balance : \$ 1,000.00 (not including interest)
OE Deposits : \$
 Adjustment: August 13, 12
 Possession: August 13, 12
Completion: August 13, 12
 Selling Sales Agent(s) : Dawn Loomis
 Listing Sales Agent(s) : Dawn Loomis

Comments:

We would be obliged if you would confirm these instructions with your client prior to preparing documentation.



RESIDENTIAL REAL ESTATE PURCHASE CONTRACT AMENDMENT

This Amendment is attached to and forms part of the Residential Real Estate Purchase Contract # MDL201239

Between

THE SELLER

and

THE BUYER

Name 830480 ALBERTA INC.

Name VICKY'S HOMES INC.

Name _____

With respect to the Property described as:

Municipal Address 4727 WOOLSEY COMMON EDMONTON T6W 2B9

BLK 3 LOT 9 PLAN 1123069

The following changes shall be made to the above Purchase Contract and, except for such changes noted below, all other terms and conditions in the Purchase Contract shall remain as stated therein.

DELETE:

~~_____~~

INSERT:

THIS AMENDMENT TRANSFERS THE DEPOSIT, THE BUYER'S CONDITIONS, ADDITIONAL TERMS AND THE POSSESSION DATE ADDENDUM FROM THIS CONTRACT TO CONTRACT MDL201231DB. PRICE OF \$326,000.00 PLUS 5% GST REMAINS THE SAME.

DATED at Edmonton on June 8 2012

[Signature] Seller [Signature] Witness

Buyer _____ Witness _____

DATED at Edmonton on JUNE 8 2012

[Signature] Buyer [Signature] Witness

Buyer _____ Witness _____



RESIDENTIAL REAL ESTATE PURCHASE CONTRACT AMENDMENT

This Amendment is attached to and forms part of the Residential Real Estate Purchase Contract # MDL201239

Between

THE SELLER

and

THE BUYER

Name 630480 ALBERTA INC.

Name VICKY'S HOMES INC.

Name _____

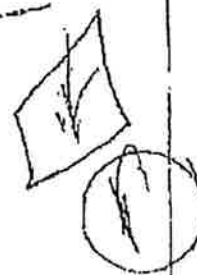
With respect to the Property described as:

Municipal Address 4727 WOOLSEY COMMON EDMONTON T6W 2B9

BLK 3 LOT 8 PLAN 1123063

The following changes shall be made to the above Purchase Contract and, except for such changes noted below, all other terms and conditions in the Purchase Contract shall remain as stated therein.

DELETE:



INSERT:

THIS AMENDMENT TRANSFERS THE DEPOSIT, THE BUYER'S CONDITIONS, ADDITIONAL TERMS AND THE POSSESSION DATE ADDENDUM FROM THIS CONTRACT TO CONTRACT MDL20123108. PRICE OF \$326,000.00 PLUS 5% GST REMAINS THE SAME.

DATED June 8 2012

[Handwritten signature]
Seller

[Handwritten signature]
Witness

DATED JUNE 8 2012

[Handwritten signature]
Buyer

[Handwritten signature]
Witness

Buyer _____ Witness _____



RESIDENTIAL REAL ESTATE PURCHASE CONTRACT

NOTICE (Re: Waiver/Satisfaction of Conditions)

Notice to: 830480 ALBERTA INC.
Seller of the Property
Municipal Address 4727 WOOLSEY COMMON EDMONTON T8W 2B9
BLK 9 LOT 9 PLAN 1123063

1. I am the Seller/Buyer of the Property in the Residential Real Estate Purchase Contract # MDL201238 (the "Contract").
The condition(s) in that Contract that I now unilaterally waive or have satisfied is (are):
8.1. (d) SUBJECT TO HOUSE PLAN APPROVAL BY IBI BEFORE 9:00PM ON JUNE 8, 2012.

" THIS IS NOW A FINAL SALE "

- 2. All other provisions in the Contract remain in full force and effect.
3. In this notice, the singular shall be construed as the plural where the context so requires.
4. This notice shall ensure to the benefit and be binding upon my heirs, executors, administrators, successors and assigns.
5. As per the Contract, if a notice has not been given to the other party before 9 p.m. on or before the stated Condition Day, then the transaction is ended.

SIGNED in the presence of a witness, and DATED at EDMONTON Alberta
at 9 p.m. on JUNE 8, 2012

Buyer (signature) Witness (signature)

Buyer Witness

If needed for commercial transactions:

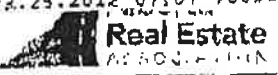
Per: Authorized Signing Officer(s) Witness

Per: Authorized Signing Officer(s) Witness

#8895 & 001 / 001

DAWN LOOMIS

JUN. 14. 2012 10:22 78029296462



MDI 201239
Contract Number

RESIDENTIAL REAL ESTATE PURCHASE CONTRACT

This form was developed by the Alberta Real Estate Association for the use of its members and may not be altered electronically by any person. Others who use this document do so at their own risk.

This Residential Purchase Contract (the "Contract") is between

THE SELLER and THE BUYER

Name 830480 ALBERTA INC.

Name VICKY'S HOMES INC.

Name _____

Name _____

1. THE PROPERTY

1.1 The Property is the Land, Buildings, Attached Goods (unless excluded) and Included Unattached Goods located at (municipal address): 4727 WOOLSEY COMMON
EDMONTON

1.2 The legal description of the Property is:
Plan 1123063 Block 3 Lot 9 Other _____

1.3 No Unattached Goods (chattels) except for:
" LAND ONLY " " SOLD AS IS "

1.4 All Attached Goods (fixtures) except for:

1.5 Unless otherwise agreed in writing, title will be free and clear of all encumbrances, registrations and obligations except the following:
(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 and which do not affect the saleability of the Property;
(c) homeowner association covenants, encumbrances and similar registrations; and
(d) those items which the Buyer agreed to assume in this Contract.

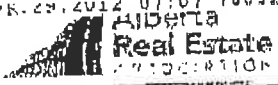
2. THE TRANSACTION

2.1 The Buyer and the Seller agree to act cooperatively, reasonably, diligently and in good faith.
2.2 The Buyer hereby offers to purchase the Property for the Purchase Price specified and allocated below:

- \$ 6,000.00 Initial Deposit
- \$ _____ Additional Deposit
- \$ _____ Assumption of Mortgage
(approximate principal balance as per attached Financing Schedule)
- \$ _____ New Financing
- \$ _____ Seller Financing (as per attached Financing Schedule)
- \$ _____ Other Value
- \$ 321,000.00 Balance Owng (subject to adjustments)
- \$ 326,000.00 Purchase Price plus 5% G.S.T.

Unless otherwise agreed in writing, the Purchase Price includes any applicable Goods and Services Tax (GST).

2.3 Other than the Deposits, the Buyer shall pay the Purchase Price by lawyer's trust cheque, bank draft or other agreed value.



Residential Real Estate Purchase Agreement

MDL201239
Contract Number

3. DEPOSITS

REALTY EXECUTIVES * DEVONSHIRE REALTY

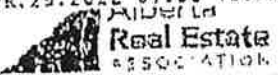
- 3.1 All Deposits shall be delivered in trust to REALTY EXECUTIVES * DEVONSHIRE REALTY. Unless otherwise agreed in writing, the initial Deposit shall accompany the offer.
- 3.2 The initial Deposit shall be deposited no later than the third Business Day following the day that Final Signing occurred (as per clause 15.1). Additional Deposits shall be deposited no later than the third Business Day following the day the Additional Deposit is received by the brokerage.
- 3.3 Any Additional Deposits shall be delivered as follows: _____
- 3.4 Unless otherwise agreed in writing, no interest on the Deposits shall be paid to the Seller or the Buyer.
- 3.5 The Deposits shall be held in trust for both the Seller and the Buyer and shall be:
 - (a) applied against the Commission and paid directly out of trust to the brokerage(s) when the Commission is earned in accordance with the terms of the Listing Contract;
 - (b) refunded forthwith to the Buyer if this offer is not accepted;
 - (c) refunded forthwith to the Buyer upon the Buyer's cheque clearing the brokerage's trust account if a condition is not satisfied or waived (as per clauses 8.5 and 8.6) or the Seller fails to perform this Contract; and
 - (d) forfeited to the Seller if this offer is accepted and all conditions are satisfied or waived and the Buyer fails to perform this Contract.
- 3.6 The brokerage holding the Deposits is further directed and authorized to pay that portion of the Deposits exceeding the Commission in trust to the Seller's lawyer no later than two (2) Business Days prior to the Completion Day.
- 3.7 If there is a dispute between the Seller and the Buyer as to entitlement to the Deposits then:
 - (a) the brokerage holding the Deposits shall review the circumstances, determine entitlement and pay the money to the party who is entitled to the Deposits;
 - (b) if no reasonable conclusion can be made in regard to (a) above, the brokerage shall notify the parties to the Contract in writing and shall pay the money into a lawyer's trust account;
 - (c) the parties agree to allow the lawyer or the brokerage to deduct from the Deposits a reasonable fee and costs incurred for dealing with the Deposits;
 - (d) a brokerage and/or lawyer acting in good faith under this clause shall not be liable to either party for any damages associated with the handling of the Deposits, except as arising from the negligence of the brokerage or lawyer.
- 3.8 In the event that the brokerage holding the trust funds ceases to be licensed in real estate, the Buyer and Seller agree to allow the trust funds to be transferred to the brokerage representing the other party.

4. CLOSING

- 4.1 Unless otherwise agreed in writing, this Contract will be completed, the Purchase Price will be fully paid and vacant possession will be available by 12 noon on the SEE ADDENDUM day of _____ (the "Completion Day"), subject to the rights of the existing tenants, if any.
- 4.2 When the Buyer obtains possession, the Property will be in substantially the same condition as it was in when this Contract was accepted.
- 4.3 Items which are normally adjusted for, such as real estate property taxes, amortized local improvement levies, utilities, rent, security deposits, statutory interest on security deposits, mortgage interest and homeowner association fees, will be assumed by the Buyer and will be adjusted as of 24:00 hours on the Completion Day.
- 4.4 The Seller or the Seller's lawyer will deliver normal closing documents including, where applicable, a real property report pursuant to clause 4.11, to the Buyer or the Buyer's lawyer upon reasonable conditions consistent with the terms of this Contract. The Buyer or the Buyer's lawyer must have an opportunity to review the real property report, where applicable, prior to submitting the transfer documents to the Land Titles Office and a reasonable period of time before the Completion Day to confirm registration of documents at the Land Titles Office and to obtain the advance of proceeds for any New Financing and Other Value.
- 4.5 If the Seller fails to deliver the closing documents according to clause 4.4, then payment of the Purchase Price and late interest will be postponed until the Buyer has received the closing documents and has a reasonable period of time to register them and to obtain the advance of proceeds for any New Financing and Other Value. Notwithstanding the foregoing, if the Buyer is otherwise ready, willing and able to close in accordance with this Contract and desires to take possession of the Property, then the Seller shall 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, if any, at the interest rate of such mortgage.
- 4.6 In circumstances where the Seller has complied with clause 4.4 but the Buyer is not able to close in accordance with this Contract, then the Seller may, but is not obligated to, accept late payment of the Purchase Price and give the Buyer possession upon reasonable terms. If the Seller agrees in writing to accept late payment of the Purchase Price under this clause then, whether or not possession is granted, the Buyer will pay late interest at the prime lending rate of the Province of 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 noon on any day will be payment as of the next Business Day.
- 4.7 The Seller's lawyer may use the Purchase Price to pay out all mortgages, registrations and other financial obligations that are the Seller's obligation to pay or discharge. Within a reasonable period of time after the Completion Day, the Seller's lawyer will provide the Buyer's lawyer with evidence of all discharges including, where required, a certified copy of the certificate of title.

[Handwritten signatures]
Selling Broker: _____
Buyer's Broker: _____

STANCOCK REALTY



MDL201238
Contract Number

- 4.8 The Seller will pay the costs to prepare the closing documents; to prepare, register and discharge any Seller's caveat based on this Contract; and to provide the documents described in clause 4.11.
- 4.9 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.
- 4.10 If the Property is rented and the Buyer is not assuming the tenancy, then the Seller is responsible for all costs related to ending the tenancy and to giving vacant possession to the Buyer.
- 4.11 As part of the normal closing documents, the Seller will provide the Buyer, regarding the matters described in clause 6.1, a real property report reflecting the current state of improvement on the Property, according to the Alberta Land Surveyors' Manual of Standard Practice, with evidence of municipal compliance or non-conformance. This obligation will not apply to any transaction where there are no structures on the land.
- 4.12 Notwithstanding the closing provisions in this Contract, the parties instruct their lawyers to follow, if appropriate, the Law Society of Alberta Conveyancing Protocol in the closing of this transaction.

5. INSURANCE

5.1 The risk of loss or damage to the Property shall lie with the Seller until the Purchase Price is paid according to the terms of this Contract. If loss or damage to the Property occurs before the Seller is paid the Purchase Price, then any insurance proceeds shall be held in trust for the Buyer and the Seller according to their interests in the Property.

6. REPRESENTATIONS AND WARRANTIES

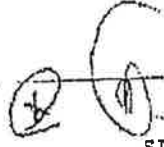
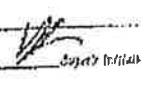
- 6.1 The Seller represents and warrants to the Buyer that:
 - (a) the Seller has the legal right to sell the Property;
 - (b) the Attached Goods and Included Unattached Goods are in normal working order and are free and clear of all encumbrances;
 - (c) the Seller is not a non-resident of Canada for the purposes of the Income Tax Act (Canada);
 - (d) the current use of the Land and Buildings complies with the existing municipal land use bylaw;
 - (e) the Buildings and other Improvements on the Land are not placed partly or wholly on any easement or utility right-of-way and are entirely on the Land and do not encroach on neighbouring lands, except where an encroachment agreement is registered on title, or in the case of an encroachment into municipal lands or a right-of-way, the municipality has endorsed encroachment approval directly on the real property report;
 - (f) the location of Buildings and other Improvements on the Land complies with all relevant municipal bylaws, regulations or relaxations granted by the appropriate municipality prior to the Completion Day, or the Buildings and other Improvements on the Land are "non-conforming buildings" as that term is defined in the Municipal Government Act (Alberta);
 - (g) the current use of the Land and Buildings and the location of the Buildings and other Improvements on the Land comply with any restrictive covenant on title;
 - (h) except as otherwise disclosed, the Seller is not aware of any defects that are not visible and that may render the Property dangerous or potentially dangerous to occupants or unfit for habitation.

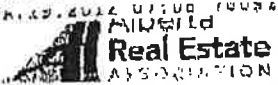
- 6.2 All of the warranties contained in this Contract and any attached Schedules are made as of and will be true at the Completion Day, unless otherwise agreed in writing.
- 6.3 The representations and warranties in this Contract may be enforced after the Completion Day, provided that any legal action is commenced within the time limits prescribed by the Limitations Act (Alberta).
- 6.4 The Seller and the Buyer each acknowledge that, except as otherwise described in this Contract, there are no other warranties, representations or collateral agreements made by or with the other party, the Seller's brokerage and the Buyer's brokerage about the Property, any neighbouring lands, and this transaction, including any warranty, representation or collateral agreement relating to the size/measurements of the Land and Buildings or the existence or non-existence of any environmental condition or problem.

7. ADDITIONAL TERMS

- 7.1 All time periods, deadlines and dates in this Contract shall be strictly followed and enforced. All times will be Alberta time unless otherwise stated.
- 7.2 This Contract is for the benefit of and shall be binding upon the heirs, executors, administrators and assigns of the individual parties and the successors and assigns of corporate parties.
- 7.3 All changes of number and gender shall be made where required.
- 7.4 This Contract will be governed by the laws of the Province of Alberta. The parties submit to the exclusive jurisdiction of the Courts in the Province of Alberta regarding any dispute that may arise out of this transaction.
- 7.5 In addition to any Schedules required in Section 8, the following Schedules form part of this Contract:
 - Financing Schedule
 - Addendum
 - Property Schedule
- 7.6 Additional terms of sale (if any):

- 1.) \$10,000.00 REFUNDABLE BUILDING SECURITY DEPOSIT DUE ON CLOSING.
- 2.) \$10,000.00 REFUNDABLE LANDSCAPING DEPOSIT DUE ON CLOSING.



 Seller Initials _____ Buyer Initials _____
 SINOOT LOOMIS



Real Estate Association

MDL201239
Contract Number

8. CONDITIONS

8.1 The Buyer's Conditions are:

(a) Financing Condition

This Contract is subject to the Buyer securing New Financing as follows:

- as per clause 2.2 (plus applicable mortgage insurance fee, if any)
- Interest rate not to exceed _____ percent a year calculated semi-annually not in advance
- a term of not less than _____ years

Monthly payment of principal and interest not to exceed \$ _____ (including mortgage insurance fee, if applicable) for an amortization of 25 years.

Before 9 p.m. on JUNE 29, 2012 _____ (the "Condition Day").
The Buyer will pay for all costs associated with the New Financing.

(b) Property Inspection Condition

This Contract is subject to the Buyer's approval of a property inspection.

Before 9 p.m. on _____ (the "Condition Day").
A Property Inspection Schedule is attached to and forms part of the Contract. Yes No

(c) Sale of Buyer's Home Condition

This Contract is subject to the sale of the Buyer's home, as per attached Sale of Buyer's Home Schedule. Yes No
Before 9 p.m. on _____ (the "Condition Day").

(d) Additional Buyer's Conditions:

SUBJECT TO HOUSE PLAN APPROVAL BY IBI

Before 9 p.m. on JUNE 29, 2012 _____ (the "Condition Day").

8.2 The Seller's Conditions are:

Before 9 p.m. on _____ (the "Condition Day").
8.3 If this Contract contemplates an assumption of mortgage, then it is subject to the lender confirming the assumability of the mortgage by the Buyer.
Before 9 p.m. on _____ (the "Condition Day").

- 8.4** Unless otherwise agreed in writing, the Buyer's Conditions are for the sole benefit of the Buyer and the Seller's Conditions are for the sole benefit of the Seller. The Buyer and Seller must use reasonable efforts to satisfy their respective Conditions.
- 8.5** The Buyer and the Seller may unilaterally waive or acknowledge satisfaction of their Conditions by giving a written notice to the other party on or before the stated Condition Day. If that notice is not given, then this Contract is ended immediately following that Condition Day.
- 8.6** Subject to clause 8.4, the Buyer and the Seller may give written notice to the other party on or before the stated Condition Day advising that a Condition will not be waived, has not been satisfied and will not be satisfied on or before the Condition Day. If that notice is given, then this Contract is ended upon the giving of that notice.

9. REMEDIES/DISPUTES

- 9.1** If the Seller or the Buyer fails or refuses to complete this Contract according to its terms, then the other party may pursue all available remedies. The Seller's remedies include keeping the Deposits and claiming additional damages. Both the Seller and the Buyer can claim reasonable costs including legal fees and disbursements on a solicitor/client full indemnity basis.
- 9.2** If the Seller must restore title to the Property, enforce a lien against the Property or regain possession of the Property due to the Buyer's default, then the Buyer will pay the Seller's reasonable costs including legal fees and disbursements on a solicitor/client full indemnity basis.

10. ADVICE/DISCLOSURE

- 10.1** This Contract is intended to create binding legal obligations. The Seller and the Buyer should read this Contract carefully and are encouraged to obtain legal advice before signing.
- 10.2** Any representations as to the measurements of the Buildings are only approximations and may not be accurate. The Buyer may wish to obtain an independent property inspection and verify the measurements of the Land and Buildings.

MDL201239

Real Estate

Indemnity and Limitation of Liability Waiver

- 10.3 Unless there is written consent for alternate representation, the Seller's brokerage represents the Seller as Seller's Agent and does not have a fiduciary relationship with the Buyer, and the Buyer's brokerage represents the Buyer as Buyer's Agent and does not have a fiduciary relationship with the Seller.
- 10.4 The Seller and the Seller's brokerage have signed a Listing Contract. The Seller directs the Seller's lawyer to honour the terms of the Listing Contract and in particular to close the transaction according to the irrevocable assignment of the Purchase Price contained in the Listing Contract.
- 10.5 The Buyer and Seller agree that the sale and other related information regarding this transaction may be retained and disclosed by the brokerage and/or the real estate board(s) as required for closing and for reporting, appraisal and statistical purposes.
- 10.6 This Contract may be signed and sent by fax and this procedure will be as effective as signing and delivering an original copy.
- 10.7 Down payment may be required for this Purchase Contract to be binding if title is in only one name and the registered owner is legally married.

11. DEFINITIONS

- 11.1 In this Contract:
 - (a) *Business Day* means a day when the Land Titles Office is open for business.
 - (b) *Buyer's Agent* means the licensed brokerage (including its broker, all associate brokers and associates) that represents the Buyer.
 - (c) *Commission* means the sum owing from the Seller for services rendered under the Listing Contract plus GST.
 - (d) *Completion Day* is the day described in clause 4.1.
 - (e) *Deposits* mean the Initial Deposit plus all Additional Deposits.
 - (f) *Listing Contract* means any written service or commission agreement obligating the Seller to pay remuneration.
 - (g) *Notice* means any notice referred to in this Contract and includes communication of the acceptance of an offer to purchase.
 - (h) *Seller's Agent* means the licensed brokerage (including its broker, all associate brokers and associates) that represents the Seller.
 - (i) *Unless otherwise agreed in writing* means other changes made to the terms of this Contract that are agreed to by both the Seller and the Buyer, or a written agreement by letter or otherwise between the Seller or the Seller's lawyer and the Buyer or the Buyer's lawyer.

12. REPRESENTATIVES/NOTICE

12.1 As long as the Representative information in 12.2 is completed, the Identified Representatives are authorized to send and receive any Notice on behalf of their respective clients.

12.2 For the purposes of giving and receiving any Notice, the communication must be in writing and
(a) delivered in person to the other party or its Representative, or
(b) delivered (or faxed) to an address (or fax number) specified below.

Note: The Representative information must be completed in full by the Buyer's Agent at the offer stage prior to the Contract being signed in order to permit communication on the Representatives.

Seller's Information:

Seller's Address #201 10504 89 AVE. _____
EDMONTON T6K 1B2 Phone _____ Fax _____
(postal code)

Seller's Representative:

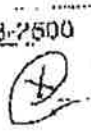


DAWN LOOMIS 780-929-6465 DIRECT
broker, associate broker or associate registered in the brokerage
Brokerage Name REALTY EXECUTIVES - DEVONSHIRE REALTY
Address 11058 51 AVE. _____ Edmonton AB T6H 0L4
Representative's Phone 780-438-2500 Representative's Fax 780-435-0100

Buyer's Information:

Buyer's Address #412 2057 111 STREET _____
EDMONTON Phone 780-984-8866 Fax 780-453-6006
(postal code)

Buyer's Representative:

DAWN LOOMIS 780-929-6465 DIRECT
broker, associate broker or associate registered in the brokerage
Brokerage Name REALTY EXECUTIVES - DEVONSHIRE REALTY
Address 11058 51 AVE. _____ Edmonton AB T6H 0L4
Representative's Phone 780-438-2500 Representative's Fax 780-435-0100

  
Seller's Agent Buyer's Agent

Real Estate
EDMONTON

Standard Real Estate Purchase Contract

MDI 201239
Contract Number

13. OFFER

13.1 The Buyer offers to buy the Property for the Purchase Price according to the terms of this Contract.

13.2 This offer/counter offer shall be open for acceptance in writing until _____ m. on _____ 20

SIGNED AND DATED at EDMONTON, Alberta at 4:00 m. on April 29, 2012

[Signature]
Signature of Buyer

VICKY'S HOMES INC
Print Name of Buyer

[Signature]
Signature of Witness

Dawn Loomis
Print Name of Witness

Signature of Buyer

Print Name of Buyer

Signature of Witness

Print Name of Witness

14. ACCEPTANCE

14.1 The Seller accepts the Buyer's offer and agrees to sell the Property for the Purchase Price according to the terms of this Contract.

SIGNED AND DATED at EDMONTON, Alberta at 4:00 m. on April 30, 2012

[Signature]
Signature of Seller

830480 ALBERTA INC.
Print Name of Seller

[Signature]
Signature of Witness

Lindsay Baker
Print Name of Witness

Signature of Seller

Print Name of Seller

Signature of Witness

Print Name of Witness

15. FINAL SIGNING

15.1 Final Signing of this Contract occurred at 4:00 m. on April 30, 2012
Initials of the person(s) who signed last: [Initials]

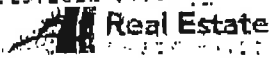
CONVEYANCING

Seller's Lawyer WILLIAM J. SHYMKO
Lawyer's Address #200, 10105 108 AVE. EDMONTON (postal code)

Lawyer's Phone 780-425-6414 Fax 780-425-6416

Buyer's Lawyer OGILVIE LAW MAKIKO HATA
Lawyer's Address 10903 JASPER AVE. 14TH FLOOR. EDMONTON (postal code)

Lawyer's Phone 780-429-6299 Fax _____



**RESIDENTIAL REAL ESTATE PURCHASE CONTRACT
ADDENDUM**

This Addendum is attached to and forms part of the Residential Real Estate Purchase Contract # MDL 201239

Between

THE SELLER

and

THE BUYER

Name 830480 ALBERTA INC.

Name VICKY'S HOMES INC.

Name _____

With respect to the Property described as:

Municipal Address 4727 WOOLSEY COMMON EDMONTON

4.1 COMPLETION DATE: 30 DAYS AFTER NOTIFICATION FROM THE BUYER THAT FINANCING APPROVAL AND HOUSE PLAN APPROVAL CONDITIONS CAN BE REMOVED.

7.6 ADDITIONAL TERMS:

- (A) \$10,000.00 REFUNDABLE BUILDING SECURITY DEPOSIT DUE ON CLOSING.
- (B) \$10,000.00 REFUNDABLE LANDSCAPING DEPOSIT DUE ON CLOSING.
- (C) IN THE EVENT THAT THE BUYER HAS NOT REMOVED THEIR CONDITIONS WITHIN 60 DAYS, THIS CONTRACT SHALL BECOME NULL AND VOID UNLESS BOTH PARTIES MUTUALLY AGREE TO A REASONABLE EXTENSION OF THE DATE TO OBTAIN THEIR APPROVALS.
- (D) IF AT ANY TIME THE DEVELOPER IS PRESENTED WITH AN OFFER TO PURCHASE ON THE PROPERTY BY ANY THIRD PARTY, THE DEVELOPER SHALL FIRST ADVISE THE BUYER OF SUCH OFFER AND THE BUYER SHALL HAVE SEVEN (7) DAYS FROM THE RECEIPT OF SUCH ADVICE TO REMOVE THEIR CONDITIONS AND COMMIT TO COMPLETING THE SALE WITHIN 90 DAYS.

Note: This form must be signed by all parties to the Residential Real Estate Purchase Contract.

DATED at 4:00 p.m. on APRIL 29, 2012

Seller _____

Witness _____

Seller _____

Witness _____

Buyer _____


Witness _____

0300

VICKY'S HOMES INC.



DATE 2 0 0 0 3 24
Y Y Y Y M M D D

PAY to Realty Executives Dominion \$ 1,000
the order of

One Thousand DOLLARS 

BMO Bank of Montreal
10203 - 2040 AVENUE
EDMONTON, ALBERTA T6R 3E7

VICKY'S HOMES INC.

RE lot 11 Bks  

⑈000300⑈ ⑆37519⑈002⑆ 1002⑈149⑈

1094
March 28

Residential **4727 WOOLSEY CM** **A** **LP: \$ 366,450**

No Photo Available

Status: A
 Area: Edmonton
 Community: Windermere Area 560300
 Style:
 Zone: Zone 38
 Year Built:
 Mortgage: \$ 0
 Payments:
 Legal Plan: 1128PES B16/UP1 3
 Please call Dawn for info on subdivision. 780-929-6405

MLS#: 23290996
 Postal Code: T6W 0S8
 Line #: 0034926509
 Type: vacant lot
 New Home on Old Lot
 Finish Lvl:
 Due:
 Rate:
 Lot/Unit: 9

Prop Class: Single Family

JUVENOURTE at WINDERMERE. Great home, uses created between the form (cobblestone river) and the beautiful wooded Windermere grounds. The unique features of this subdivision consist of two large ponds with creeks running through the park areas. With the slope of the land from the south to the north by 7.5 metres, this gives the availability of many well cut lots. These lots range from 50' to 60', easily accommodating a large custom home with stone garage or built. The eastern part of the subdivision features a narrow tiered valley in depth from 50 feet to 150 feet wide with pathways that lead to the river and stunning views. Architectural details restore the character of the community. Choose your lot. Choose your builder. This choice is yours! Lot prices starting from \$342,000. Lots are now ready for construction. (This advertised lot is rectangular shaped, partial walk-out, pocket in 57', faces north, park and walkway behind lot and takes a peak with a waterfall.)

Virtual Tour	2PC	3PC	4PC	5PC	6PC	Other	Stair School	Jr/Mid Sch:	High Sch:	Other Sch:	Garage:	Bonus Room:	Roof Type:	Fireplace:	Construction:	Basement:	Some New:	Heat Fuel:	Goods Excluded:	Lot Shape:	Front Exp:	North	Front Exp:	North	Level	Max	Soft	
Baths:	0	0	0	0	0	0																						
Ensuite Bth:		0	0	0	0	0																						
Edema Adv:	0 Total Bedrooms: 0																											
Pln PP/Rght-In:	Fol Fuels																											
Parking:																												
Living Room:																												
Dining Room:																												
Kitchen:																												
Family Room:																												
Den:																												
Flooring:																												
Foundation:																												
Exterior:																												
Harding Type:																												
Features:																												
Goods Incl:	NONE																											
Site Infl:	ATTN: PARK, PLAY, SHIP, SLOPE																											
Amenities:																												
Restrictions:	R-DOV																											
Condo Name:																												
Prk Encl/Unit/TYPS:																												
Registered Size:																												
Seller:	830460 ALBERTA INC.																											
List Realtor:	DAWN LOOMIS (ID: 630016)																											
List Realtor Email:	dawnloomis@shaw.ca																											
List Firm:	REALTY EXECUTIVES - DEVONSHIRE REALTY																											
List Realtor2:																												
List Firm2:																												
Pend Date:																												
Sold Term:																												
Sell Price:																												
Sell Agent:																												

05/02/12 9:36 PM

INFORMATION HEREIN DEEMED RELIABLE BUT NOT GUARANTEED

RES Agent: Dawn Loomis

670/700/4 4499#

DAWN LOOMIS

298962607 22:20:2012 1809296662



LAND TITLE CERTIFICATE

S			TITLE NUMBER
LINC	SHORT LEGAL		112 166 666 +29
0034 826 909	1123063:3:9		

LEGAL DESCRIPTION
 PLAN 1123063
 BLOCK 3
 LOT 9
 EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
 AFS REFERENCE: 4,25,51,24,NW

MUNICIPALITY: CITY OF EDMONTON

REFERENCE NUMBER: 042 402 092 11

REGISTRATION	DATE (DMY)	REGISTERED OWNER(S) DOCUMENT TYPE	VALUE	CONSIDERATION
112 166 666	06/06/2011	SUBDIVISION PLAN		

OWNERS

830480 ALBERTA INC..
 OF 200, 10105-108 AVE
 EDMONTON
 ALBERTA T5H 1A7

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
082 483 268	04/11/2008	MORTGAGE MORTGAGEE - CAREVEST CAPITAL INC., 600, 645-7 AVE SW CALGARY ALBERTA T2P4G9

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2
112 166 666 +29

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
---------------------	--------------	-------------

ORIGINAL PRINCIPAL AMOUNT: \$30,000,000

082 483 269	04/11/2008	CAVHAT RE : ASSIGNMENT OF RENTS AND LEASES , ETC. CAVEATOR - CAREVEST CAPITAL INC.. 600, 645-7 AVE SW CALGARY ALBERTA T2P4G8 AGENT - RICHARD H KENNEDY
082 483 287	04/11/2008	MORTGAGE MORTGAGEE - CAREVEST CAPITAL INC.. 600, 645-7 AVE SW CALGARY ALBERTA T2P4G8 ORIGINAL PRINCIPAL AMOUNT: \$35,000,000
082 483 288	04/11/2008	CAVHAT RE : ASSIGNMENT OF RENTS AND LEASES , ETC. CAVEATOR - CAREVEST CAPITAL INC.. 600, 645-7 AVE SW CALGARY ALBERTA T2P4G8 AGENT - RICHARD H KENNEDY
082 483 300	04/11/2008	MORTGAGE MORTGAGEE - CAREVEST CAPITAL INC.. 600, 645-7 AVE SW CALGARY ALBERTA T2P4G8 ORIGINAL PRINCIPAL AMOUNT: \$35,000,000
082 483 301	04/11/2008	CAVHAT RE : ASSIGNMENT OF RENTS AND LEASES , ETC. CAVEATOR - CAREVEST CAPITAL INC.. 600, 645-7 AVE SW CALGARY ALBERTA T2P4G8 AGENT - RICHARD H KENNEDY
082 483 310	04/11/2008	MORTGAGE MORTGAGEE - CAREVEST CAPITAL INC.. 600, 645-7 AVE SW CALGARY ALBERTA T2P4G8 ORIGINAL PRINCIPAL AMOUNT: \$19,000,000

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 3
112 166 666 +29

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
082 483 311	04/11/2008	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES , ETC. CAVEATOR - CAREVEST CAPITAL INC.. 600, 645-7 AVE SW CALGARY ALBERTA T2P4G8 AGENT - RICHARD H KENNEDY
082 483 337	04/11/2008	MORTGAGE MORTGAGEE - CAREVEST CAPITAL INC.. 600, 645-7 AVE SW CALGARY ALBERTA T2P4G8 ORIGINAL PRINCIPAL AMOUNT: \$40,000,000
082 483 318	04/11/2008	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES , ETC. CAVEATOR - CAREVEST CAPITAL INC.. 600, 645-7 AVE SW CALGARY ALBERTA T2P4G8 AGENT - RICHARD H KENNEDY
092 271 275	06/08/2009	CAVEAT RE : AMENDING AGREEMENT CAVEATOR - CAREVEST CAPITAL INC.. 4TH FLOOR, 644 COURTNEY STREET VICTORIA BRITISH COLUMBIA V8W1C4 AGENT - TRACEY DENHAM GIBSON
092 467 579	31/12/2009	CAVEAT RE : AMENDING AGREEMENT CAVEATOR - CAREVEST CAPITAL INC.. 600, 645-7 AVE SW CALGARY ALBERTA T2P4G8 AGENT - RICHARD H KENNEDY
102 009 281	08/01/2010	CAVEAT RE : AMENDING AGREEMENT CAVEATOR - CAREVEST CAPITAL INC.. 600, 645-7 AVE SW CALGARY ALBERTA T2P4G8 AGENT - RICHARD H KENNEDY

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 4
112 166 666 +29

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
102 011 901	12/01/2010	CAVEAT RE : AMENDING AGREEMENT CAVEATOR - CAREVEST CAPITAL INC.. 600, 645-7 AVE SW CALGARY ALBERTA T2P4G8 AGENT - RICHARD H KENNEDY
102 102 289	30/03/2010	MORTGAGE MORTGAGEE - CAREVEST CAPITAL INC.. 4TH FLOOR, 844 COURTNEY STREET VICTORIA BRITISH COLUMBIA V8W1C4 ORIGINAL PRINCIPAL AMOUNT: \$5,450,000
102 102 290	30/03/2010	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES , ETC. CAVEATOR - CAREVEST CAPITAL INC.. 4TH FLOOR, 844 COURTNEY STREET VICTORIA BRITISH COLUMBIA V8W1C4 AGENT - RICHARD H KENNEDY
102 210 702	17/06/2010	CAVEAT RE : AMENDING AGREEMENT CAVEATOR - CAREVEST CAPITAL INC.. 4TH FLOOR, 844 COURTNEY STREET VICTORIA BRITISH COLUMBIA V8W1C4 AGENT - RICHARD H KENNEDY
102 264 833	29/07/2010	CAVEAT RE : POSTPONEMENT CAVEATOR - CAREVEST CAPITAL INC.. 4TH FLOOR, 844 COURTNEY STREET VICTORIA BRITISH COLUMBIA V8W1C4 AGENT - STACEY DENHAM GIBSON
102 316 631	08/09/2010	CAVEAT RE : AMENDING AGREEMENT CAVEATOR - CAREVEST CAPITAL INC.. 4TH FLOOR, 844 COURTNEY STREET VICTORIA BRITISH COLUMBIA V8W1C4 AGENT - RICHARD H KENNEDY

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 5
112 166 666 +29

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
102 319 670	10/09/2010	CAVEAT RE : POSTPONEMENT CAVEATOR - CAREVEST CAPITAL INC., 4 FL, 844 COURTNEY ST VICTORIA BRITISH COLUMBIA V8W1C4 AGENT - RICHARD H KENNEDY
112 166 668	06/06/2011	UTILITY RIGHT OF WAY GRANTEE - THE CITY OF EDMONTON. AS TO PORTION OR PLAN:1123064 SHOWN AS AREA "A"
112 166 676	06/06/2011	CAVEAT RE : SEE INSTRUMENT CAVEATOR - 830480 ALBERTA INC., CAVEATOR - RIVERPOINTE AT WINDERMERE HOMEOWNERS ASSOCIATION. BOTH OF: 201, 10504-99 STREET EDMONTON ALBERTA T5K1B2
112 166 677	06/06/2011	RESTRICTIVE COVENANT
112 224 112	21/07/2011	CAVEAT RE : AMENDING AGREEMENT CAVEATOR - CAREVEST CAPITAL INC., 600, 645-7 AVE SW CALGARY ALBERTA T2P4H8 AGENT - STACEY DENHAM GIBSON

(CONTINUED)

TOTAL INSTRUMENTS: 024

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE
REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED
HEREIN THIS 9 DAY OF APRIL, 2012 AT 08:36 P.M.

ORDER NUMBER:20974660

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).

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

112166677

ORDER NUMBER: 25646430

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

Christopher Bowra

Sworn before me this 3rd day

of September A.D., 20 14

[Signature]

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

British Columbia

ADVISORY

This electronic image is a reproduction of the original document registered at the Land Titles Office. Please compare the registration number on this coversheet with that on the attached document to ensure that you have received the correct document. Note that Land Titles Staff are not permitted to interpret the contents of this document.

Please contact the Land Titles Office at (780) 422-7874 if the image of the document is not legible.

RESTRICTIVE COVENANT

Riverpointe at Windermere

WHEREAS:

- A. 830480 ALBERTA INC. ("Developer") is the owner of the lands described in Schedule A;
- B. In order to preserve the integrity of the development of the lands, the Developer has represented to the public that there may only be constructed on the lands, dwellings which conform to proper architectural and development guidelines as set out in Schedule B hereto;
- C. As security for the adherence to the architectural and development guidelines set out in Schedule B hereto, the Developer has collected a security deposit of \$20,000.00 per lot (the "Security Deposit");
- D. The Restrictive Covenants set out herein are enforceable individually or jointly and severally by the registered owner or owners from time to time of any of the Dominant Lands and any waiver by any registered owner of any portion of the Dominant Lands of the strict performance of the covenants set out herein shall not of itself constitute a waiver or abrogate the covenants set out herein.
- F. This Restrictive Covenant is in addition to the requirements of the municipal or other governmental authorities having jurisdiction over the Lands or the use or development thereof.

Following completion of construction of the first dwelling on each and every in the Servient Lands, the Developer intends that changes to dwellings and appurtenances be controlled;

1. NOW THEREFORE the Developer annexes to the lands described in Schedule A hereto and each and every portion thereof, in respect of construction on the lands, for the benefit of the Dominant Lands and enforceable by the successors in title thereof to the Developer, the following restrictions:

- 1.1 Subject to Article 2 hereof, no changes may be made to any exterior structure, exterior finishing or fencing; ✓
- 2. Notwithstanding Article 1, any owner of a lot in the lands described in Schedule A may make changes if such changes are approved in writing by the Developer or any entity or person duly appointed thereby.
- 3. The Developer shall provide, within a reasonable time, upon written request served upon it, to anyone having a bona fide interest in any lot in the lands, a letter indicating whether or not any changes have been authorized.

4. It is the owner's responsibility to control construction debris and other garbage so as to minimize impact on neighbouring properties. Upon commencement of home construction on a lot in the lands described in Schedule A, the owner shall ensure a bin adequate for the purpose of storage and disposal of all construction debris throughout the course of construction. In the event that this bin has not been installed within seven (7) days of commencement of construction, the Developer shall arrange for such installation with the cost of same to be charged to the owner.

5. Any deficiencies or damage caused by the owner or its representatives, employees, agents or assigns (including builder damage), will be deducted from the Security Deposit. Any sum so expended by the Developer in excess of the Security Deposit shall be paid by the owner to the Developer on demand and, until paid, shall constitute a charge on the land and, 30 days following the date of demand, shall bear interest at the rate of Alberta Treasury Branch prime rate plus ten percent (10%) per annum.

6. Any provision of this Restrictive Covenant made void or rendered invalid by any law in force in the Province of Alberta or adjudged not to be a covenant running with the Servient Lands shall not invalidate or render unenforceable the remaining provisions of this Restrictive Covenant.

7. No action shall lie as against the Developer for damages for the breach or any one or more of the Restrictive Covenants contained herein unless it remains the registered owner of one or more of the lots comprising the Servient Lands and, as such, is proven by a court of competent jurisdiction to be in breach of any of the Restrictive Covenants contained herein. This provision shall constitute an absolute defence to any such action and may be pleaded as such.

8. The Developer shall be entitled to enforce the provisions of this Restrictive Covenant in its complete and absolute discretion and may, without reason, determine not to enforce any or all of the covenants herein contained without liability whatsoever. In particular, without limiting the generality of the foregoing, the Developer may waive, alter or modify these restrictions in respect to any portion of the Servient Lands without notice to the owner of any other portion of the Dominant Lands as long as the Developer retains ownership of any portion of the Dominant Lands and provided that such waiver, alteration or modification does not reasonably offend the spirit and intent of this Restrictive Covenant.

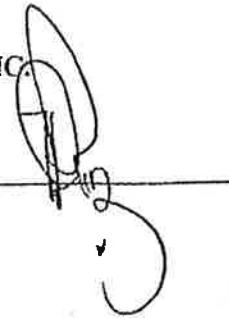
9. These Restrictive Covenants shall run with the Lands and each of the lots comprising the Lands.

10. This Restrictive Covenant shall enure to the benefit of and be binding upon the Developer and its successors and assigns.

IN WITNESS WHEREOF THIS Agreement is executed this 2 day of February, 2011.

830480 ALBERTA INC.

Per: _____



SCHEDULE "A" TO RESTRICTIVE COVENANT

The Dominant Lands:

PLAN 112 3063
BLOCK 1
LOTS 75 - 79 AND 81 - 83 INCLUSIVE
BLOCK 2
LOTS 1 TO 15 INCLUSIVE
BLOCK 3
LOTS 9 TO 30, 34 TO 40 AND 44 TO 48 INCLUSIVE
EXCEPTING THEREOUT ALL MINES AND MINERALS

The Servient Lands:

PLAN 112 3063
BLOCK 1
LOTS 75 - 79 AND 81 - 83 INCLUSIVE
BLOCK 2
LOTS 1 TO 15 INCLUSIVE
BLOCK 3
LOTS 9 TO 30, 34 TO 40 AND 44 TO 48 INCLUSIVE
EXCEPTING THEREOUT ALL MINES AND MINERALS



SCHEDULE B

DESIGN GUIDELINES

November 2010

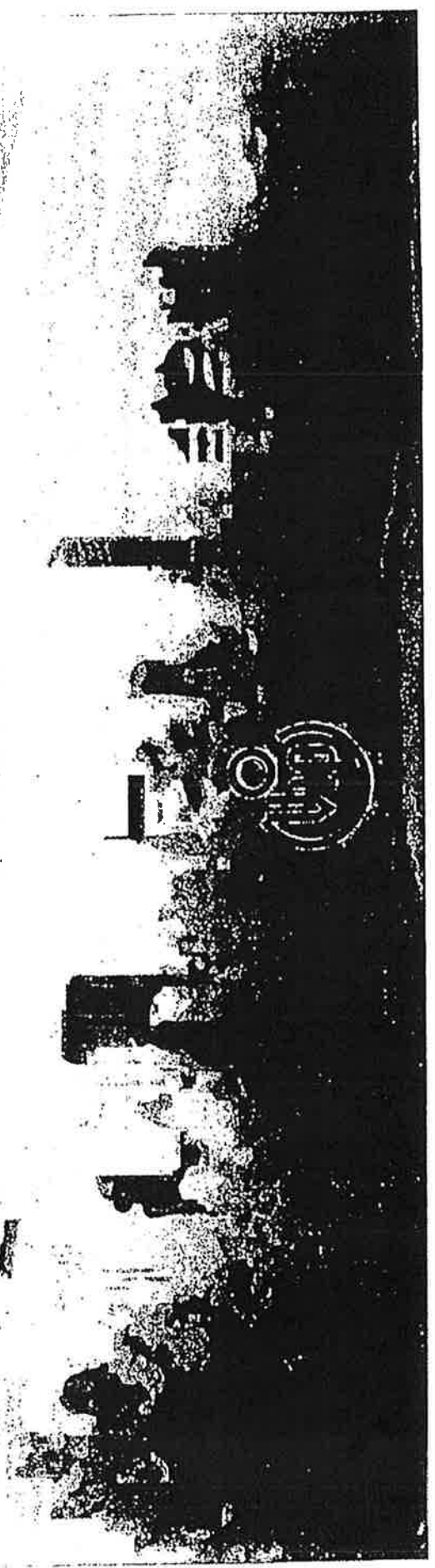




TABLE OF CONTENTS

1.0	COMMUNITY OF RIVERPOINTE AT WINDERMERE	1
1.1	Why Design Guidelines?	2
1.2	Intent and Theme	2
2.0	ZONING REGULATIONS	2
2.1	Zoning Bylaw	3
2.2	Setbacks	3
2.3	Building Height	3
2.4	Lot Coverage	3
2.5	Minimum Floor Area	3
2.6	Driveways	4
3.0	SITING	4
3.1	House Siting	4
3.2	Lot Grading	4
4.0	ARCHITECTURAL DESIGN	4
4.1	Proposed Housing Product	4
4.2	Architectural Theme	5
4.3	Repetition	5
4.4	Building Forms and Massing	5
4.4.1	Roof Design and Pitch	6
4.4.2	Corner Lots	6
4.4.3	Rear Elevations	6
4.4.4	Exposed Elevations	6
4.4.5	Exterior Decks and Patios	7
4.4.6	Chimneys	7
4.4.7	Retaining Walls	8
4.4.8	Columns	8
4.5	Architectural Styles	9
4.5.1	Craftsman	9
4.5.2	Tudor	10
4.5.3	French	11
4.5.4	Contemporary Modern	12
4.5.5	Prairie Modern	13
5.0	BUILDING MATERIALS AND COLOURS	14
5.1	Primary Wall Materials	14
5.2	Masonry	14
5.3	Trim, Fascia and Soffits	14
5.4	Windows	15
5.5	Roofing	15
5.6	Roof Hardware	15
5.7	Front Doors	16
5.8	Garage Doors	16



DESIGN GUIDELINES





TABLE OF CONTENTS (CONT'D)

5.9	Railing.....	17	8.3.1.3 Receiving the Approval.....	20
5.10	Driveways.....	17	8.3.2 What is a Change Request?	20
5.11	Front Steps.....	17	8.3.2.1 Applying for a Change Request.....	21
6.0	ADDITIONAL REQUIREMENTS.....	17	8.4 Response Times.....	21
6.1	Recreation and Commercial Vehicles/Equipment.....	18	8.5 Schedule of Applicable Fees.....	21
6.2	Satellite Dishes.....	18	9.0 CONSTRUCTION REGULATIONS.....	21
7.0	LANDSCAPING/FENCING.....	18	9.1 Material and Equipment Storage.....	21
7.1	Landscape.....	18	9.2 Use of Site.....	21
7.1.1	Trees/Sod.....	18	9.3 Vehicles and Parking.....	22
7.2	Special Planting Requirements.....	18	9.4 Other Notes.....	22
7.3	Fencing.....	19	10.0 SECURITY DEPOSIT.....	22
7.4	Fire Pits and Outdoor Fireplaces.....	19	10.1 Security Deposit Return Procedure.....	22
8.0	APPROVAL PROCESS.....	19	11.0 HOME OWNERS ASSOCIATION (HOA).....	23
8.1	Preliminary Review.....	19	11.1 Benefits.....	23
8.2	Required Information.....	19	11.2 Implementation.....	23
8.2.1	Removal of Customer Names.....	19	11.3 Fees.....	23
8.3	Formal Application Submission.....	19	11.4 Area.....	24
8.3.1	How to Use ARCHCONTROL.COM.....	20	12.0 DISCRETION.....	24
8.3.1.1	Getting Started.....	20	12.1 No Right to Enforce.....	24
8.3.1.2	Application Procedure.....	20		



DESIGN GUIDELINES





TABLE OF CONTENTS (CONT'D)

12.2 Right to Amend 24
12.3 No Trespassing 24
13.0 CONTACTS 25





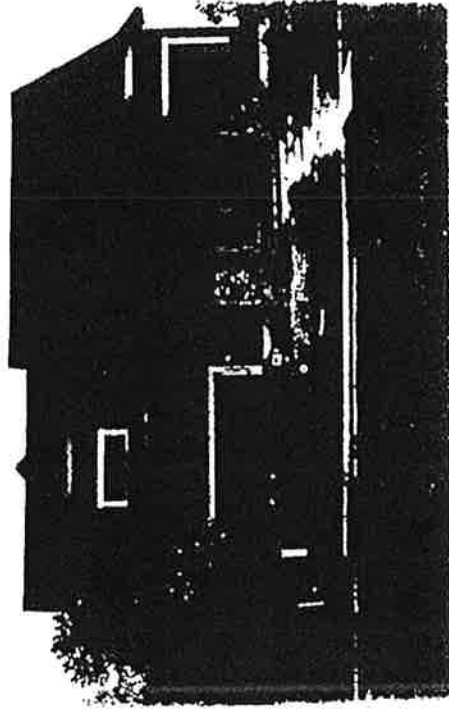
1.0 COMMUNITY OF RIVERPOINTE AT WINDERMERE

Riverpointe at Windermere (hereby known as Riverpointe) is an exciting new residential community located in southwest Edmonton. The vision for Riverpointe is a truly estate residential community with distinctive architecture, pleasing streetscapes and a high standard of excellence.

Riverpointe will be developed in two phases and upon build out will be comprised of premier single family residences. Each lot in Riverpointe offers exciting and unique building opportunities.

Contemporary Heritage inspired homes will be built using modern building materials and techniques. In order to recognize this inspiration, the home styles in Riverpointe will be derived by an interpretation of the traditional styles of Craftsman, French Country and Tudor. Contemporary Modern and Prairie Modern home styles will also be permitted.

To ensure that built form remains true to the selected styles, VIP Development Group of Companies (The Developer) has commissioned IBI Group to be the Design Coordinator for the community. IBI Group will review all home plans submitted by the builders for conformance to these Design Guidelines.



DESIGN GUIDELINES





1.1 Why Design Guidelines?

Design Guidelines will be implemented in Riverpointe to ensure that all builders will design and build homes to meet standards that are envisioned by the Developer.

The Design Guidelines will enhance the integrity of the development and ensure that the housing forms add value to the community. The Design Guidelines have been prepared to promote a high level of architectural detail, ensure a pleasing building form, and promote an awareness of environmental sustainability.

1.2 Intent and Theme

The intent of these Design Guidelines is to create a community of harmony and continuity while accommodating a number of architectural styles to offer variety and flavour.

Multiple architectural styles will be considered in Riverpointe and will be carefully reviewed by IBI Group's Design Coordinators to ensure that the style will blend with all of the homes in the development.

2.0 ZONING REGULATIONS

The Design Coordinator will complete a review of all house plans to ensure compliance. An "Approved" stamp must be issued prior to the purchaser submitting a building permit application to the City of Edmonton. All construction must comply with the current City of Edmonton Zoning Bylaw and Alberta Building Code. Construction may only begin upon receipt of a Building Permit from the City of Edmonton and Design Approval from the Design Coordinator. Conformity with the Design Guidelines does not supersede the required City of Edmonton approval process.

For the purpose of determining minimum house sizes and building setback requirements, Riverpointe has been divided into two zones as follows:

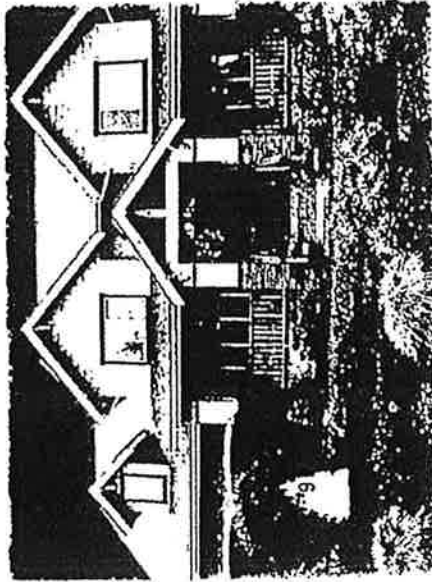
Zone A - RFI

- Block 1 Lots 2 - 43, 47 - 53, 56 - 83
- Block 1 Lots 1 - 15, 17 - 43
- Block 3 Lots 1 - 30, 34 - 40, 44 - 48

Zone B - DC1

- Block 1 Lots 45, 46, 54, 55, 84, 85
- Block 3 Lots 31 - 33, 41 - 43, 49, 50





2.2 Setbacks

The minimum front and rear yard setbacks are to be in conformance with the City of Edmonton Zoning Bylaw.

The side yard setback is to be not less than 2.0 m or 20% of site width, whichever is greater.

Special front and rear setback criteria has been developed for the DC1 Zone:

- minimum front yard is to be 8 m;
- minimum rear yard is to be 7.5 m.

2.3 Building Height

The maximum building height is not to exceed 10 metres or 2½ storeys in conformance with the City of Edmonton Zoning Bylaw.

2.4 Lot Coverage

The maximum lot coverage is to be in conformance with the City of Edmonton Zoning Bylaw.

2.5 Minimum Floor Area

The minimum home size will be:

Two Storey:	2,800 ft ²
Bungalow:	1,800 ft ²

2.1 Zoning Bylaw

The homes in Riverpointe will correspond to the RF1 Zone and DC1 Zone (Bylaw 14690) of the City of Edmonton Zoning Bylaw.

The purpose to the DC1 zone is to provide a transition between the existing country residential estates of Windermere Crescent. The special development criteria in this zone covers yard setbacks, landscaping and site coverage.



2.6 Driveways

- Driveway length must be a minimum of 6.0 meters from the property line to the face of the garage wall.
- Desirable driveway slopes are between 3% and 7%.
- Maximum driveway slope is 10%; minimum is 2%.

3.0 SITING

3.1 House Siting

Builders are asked to choose proper home designs around the grading and site topography to take full advantage of views and to maximize lot space. Take into consideration the lot width, length and shape as houses should be conforming to these sizes.

The Lot Grading Plan and Marketing Plan is to be consulted prior to home design.

3.2 Lot Grading

Lot grading must follow the natural slope of the land and is to be consistent with the subdivision grading plan. Builders should give due consideration to building grades when determining house types in order to assure that an appropriate house is located on each homesite. Lot slopes should be absorbed within the building massing as much as possible. Builders must also pay close attention to drainage patterns created on the homesites in order to ensure surface water is channelled away from the house on all sides and into adjacent drainage swales and storm water systems.

Builders must ensure that all of the corner and intermediate elevations, as established by the development engineer, be maintained exactly as specified. The maximum permitted front,

rear or side yard slope is 3:1. Builders are encouraged to stay within 3% - 25% slope.

The lot grades create a drainage pattern, as indicated on the 'Lot Grading Plan', and must be maintained. Site drainage must be established prior to commencing construction and maintained by the builder throughout the construction period.

Individual lot grading (including drainage swales and retaining walls) must be completed within individual homesite property lines.

4.0 ARCHITECTURAL DESIGN

4.1 Proposed Housing Product

The proposed housing product will be single family residential homes with front attached garages. To reduce the visual impact of the front attached garages, builders will be asked to pay special attention to the form of the home and protrusion of the garage. Living space should be incorporated over the garages and it is encouraged that the front entries of the homes be brought forward and become part of the streetscape. Detailed carriage style garage doors will be required at minimum, real wood garage doors will be encouraged to create a distinctive streetscape.



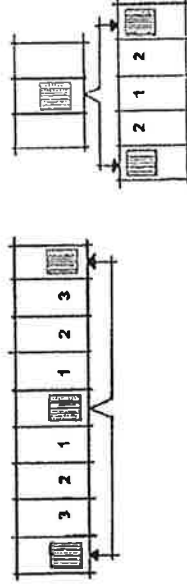


Note: The Developer and the Design Coordinator reserve the right to accept home designs which, in the opinion of the Design Coordinator, meet the Design Guidelines set out herein in all respects.

4.3 Repetition

House designs with near identical house elevations and colours may not be repeated more often than every fourth (4th) home on the same side of the street and every third (3rd) home on the opposite side of the street.

To be different means that there is a significant change in features such as roof type, size and location of windows and doors, colours and finish materials. A change of materials alone and reversing the plan is not sufficient.



4.4 Building Forms and Massing

In order to reduce the visual impact of the front drive garage, close attention will be paid to the architectural design of the front elevation and the design of the front entryways. One method in achieving this is bringing the front entryway of the home as far forward as possible, without adversely affecting the interior layout of the home. This will be encouraged on all homes in Riverpointe but is not required.

4.2 Architectural Theme

Contemporary Heritage homes in the Craftsman, French Country and Tudor form will be the preferred architectural styles for Riverpointe, however, other styles may be approved at the discretion of the Design Coordinator. Contemporary Modern homes will also be permitted in Riverpointe. Please refer to section 4.5 "Architectural Styles" for a detailed description of these architectural styles. These architectural styles have been chosen to allow enough variety for the consumer to pick the home of their choice in a number of different front elevations provided by the builders. There will be a limitation on the repetition of the architectural styles to ensure enough variation in the proposed streetscapes.





The garage location will be noted on the building grade plan and the subdivision marketing plan. Builders are to use the garage location as shown. If a side drive garage is chosen the garage should stay in the same location as if it were a front drive garage. Garages will generally be paired with the neighbouring homes unless noted otherwise on the marketing map.

4.4.1 Roof Design and Pitch

Roof pitches must be consistent with the chosen architectural styles. Moderate roof pitches are seen on Craftsman homes, while steep roof pitches are mostly found on Tudor or French. Contemporary modern styled homes will be permitted to have a lower pitched roof. A flat roof with a membrane system will be permitted on modern homes subject to appropriate design details.

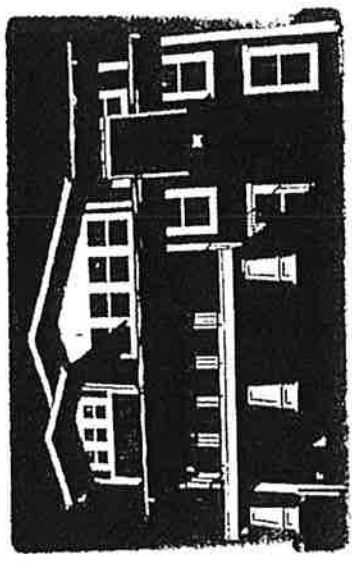
4.4.2 Corner Lots

Corner lots that side onto a street or open space will require substantial additional treatment. The side elevation should be well articulated with various architectural elements appropriate for the overall design of the house. Battens will be required on openings. Other elements may include box outs, chimneys and fully detailed windows, shadow bands, belly boards, porch or verandas that wrap around from the front of the house.



4.4.3 Rear Elevations

All rear elevations will require detailing that will include at the minimum battens around openings. Three storey uninterrupted elevations on walkout lots will not be permitted. Designers will be required to articulate rear elevations on walkouts to reduce the massing.



4.4.4 Exposed Elevations

Homes that back or side on to open spaces, along walk, roads and storm ponds will require an extra level of detail much like that used on the front elevations and the addition of masonry. Rear elevations on corner lots must have full treatment as well.

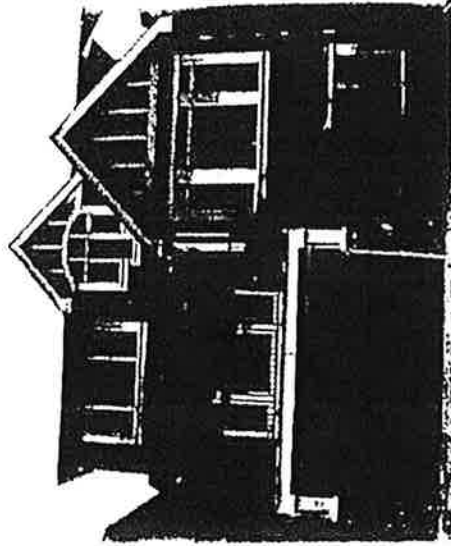


4.4.5 Exterior Decks and Patios

Handrails on exposed exterior decks are encouraged to be prefinished aluminum and metal construction; wood rails will be approved but only if in a decorative fashion that meets the desired Architectural Style.

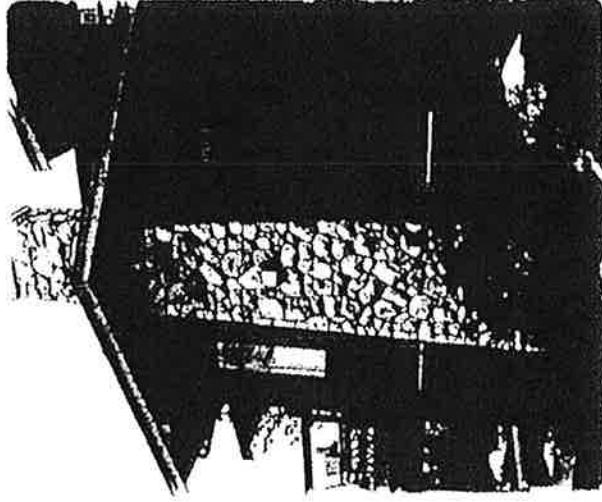
Supporting columns for decks and porches that are visible from the front street or open space are to be architecturally detailed. Columns must have a minimum dimension of 300 mm square (12" x 12"). The cap and base of the columns must be detailed and built out. Masonry columns are encouraged.

Deck designs must be shown on the drawings submitted to the Design Consultant and must be built at the time of construction if they are visible from any street, or open space. All walkout homes regardless if they are visible from the street or not will require the decks with (12" x 12") built out columns to be on the plans and built at the time of construction of the home.



4.4.6 Chimneys

Chimneys must be finished to match the exterior wall material. Stone or brick finishes on chimney chases are highly recommended on all homes. On corner lots Builders are encouraged if possible to bring the chimneys down to grade.



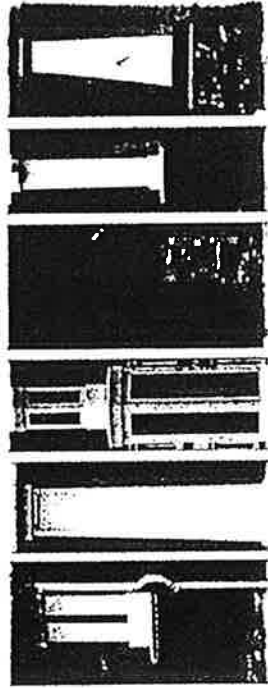
4.4.7 Retaining Walls

Where retaining walls are required it is recommended that they are constructed using natural materials, i.e., sandstone boulders, rundle rock or river rock (mortar). Retaining walls not constructed from natural materials should be constructed with a visually aesthetic material, i.e., decorative concrete, or concrete with a stone or brick facing. Concrete wing walls will be acceptable when not visible from the street and require Design Coordinator Approval.

Retaining walls will be limited to a height of 4 feet (1.22 metres). All retaining structures must be within property lines. Any retaining wall exceeding 1.00 metre in height MUST be approved by a Professional Engineer and may require a development permit.

4.4.8 Columns

All columns must be boxed out in decorative material and be a minimum size of 12" x 12", they should show structural integrity and have a rich level of detailing to reflect the tradition style of the home.



4.5 Architectural Styles

4.5.1 Craftsman

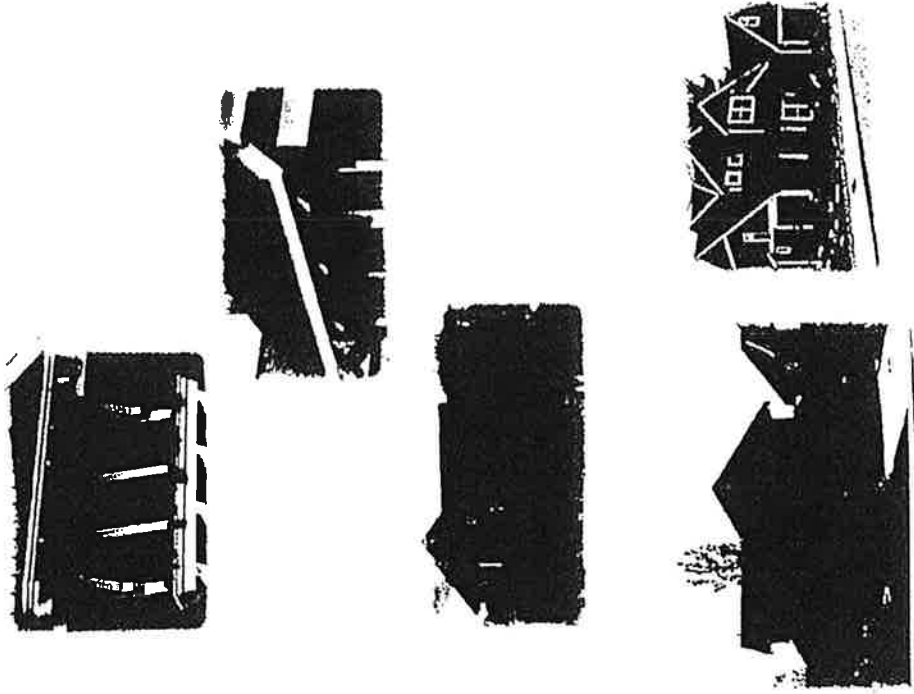
The predominant characteristics of Craftsman Style are moderate to steep-pitched roofs with second storey dormers, covered front verandas, decorative beams or braces and the use of traditional building materials in deep rich colours.

Siding and trim colors should be inspired by natural surroundings and should complement the natural materials used on the home. Masonry is essential for this style and should only be used on the base to ground the home to add a presence of stability. All columns should be clad in masonry and extend to ground level squared or tapered in design. Masonry heights may vary but the thickness should always be much greater than the pier.

The style of this home should represent its surrounds so massing and materials must be deeply considered. Elements like brackets, blocks, false trusses and exposed rafter tails are encouraged to give the presence of solidity.

Typical Design Elements

- Thick elements such as fascia, trim and columns
- Use of stone or brick and natural materials
- A high level of architectural detailing on doors, windows and trims
- Wood blocks and brackets
- Tapered columns



4.5.2 Tudor

The identifying characteristics of Tudor Style are steep-pitched roofs, usually side gabled, small covered arched porches, stone clad chimneys, ½ timbering and the extensive use of trim and batten.

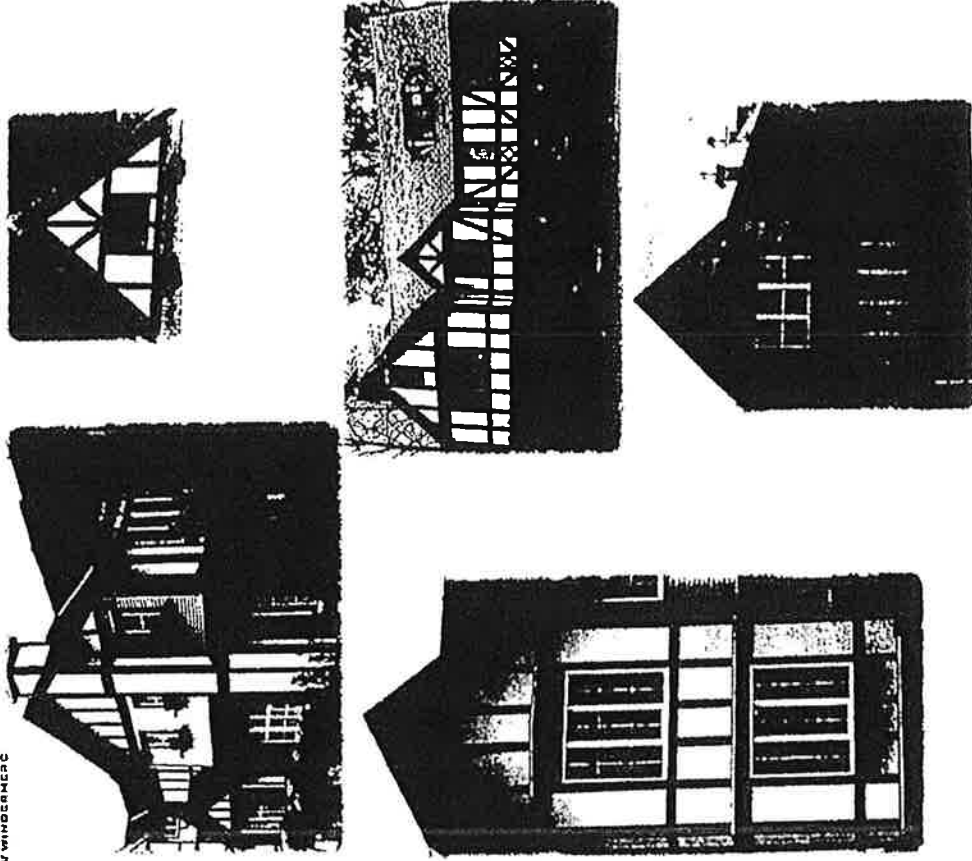
Massing should be asymmetrical to offer various roof lines and heights, roofing should have one predominant front-facing gable, often extending down to main levels. The use of natural material is suggested but not always needed. Trim and batten work must be considered, siding is often light in color and battens and trim is traditionally darker, trim is often used in gables and above and below windows with symmetrical patterns. Decorative shutters and vents may also be added.

Windows should be tall and narrow in multiple groups with multiple panes of glass (or the look of multiple panes example is grills or simulated divided lights), casement and single-hung windows are most common to the style, and small transoms may also be added above main windows.

Trims around windows and doors should be narrow, however soldier coursing and stone mullions may be used in high style examples.

Typical Design Elements

- Tall narrow windows with small window panes
- Vertical and horizontal batten work
- Prominent cross gables



4.5.3 French

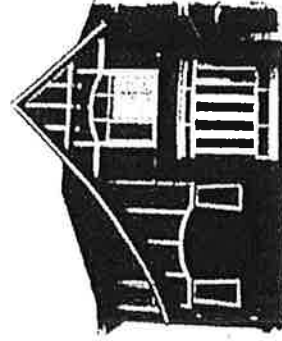
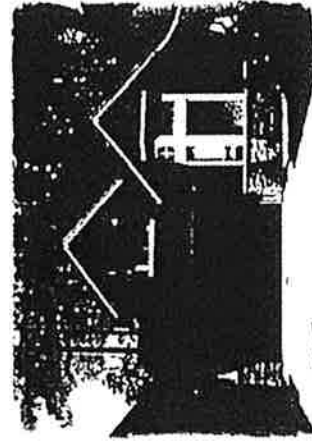
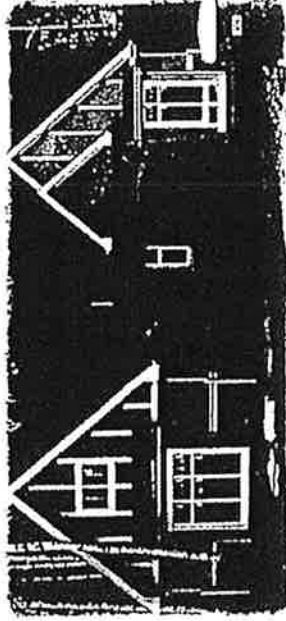
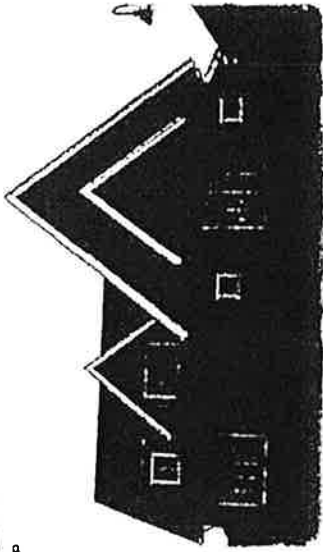
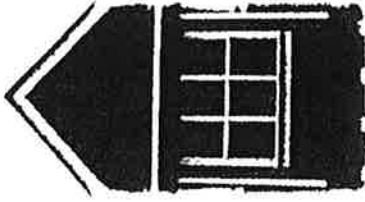
The most distinctive characteristics of the French Style are steeply pitched hip roofs, dormers, arched entry ways and substantial stonework. The French style often resembles Tudor style but lacks the predominant gable at the front.

This style can be either symmetrical or asymmetrical. Dormers and windows often break through the cornice rising above the eaves to accentuate height. Rounded dormers are often used but gable and hipped ones are also appropriate. Flared curves at the eaves are strongly encouraged on the main roof or on gables and dormers.

Trim around windows and doors should be simple in design. Where masonry is added soldier coursing or stone mullions are encouraged. Where box-outs are constructed, copper roofing, brackets and blocks should be added to give a rich appearance.

Typical Design Elements

- Angles or curved roofing
- Copper roofing
- Tall vertical windows
- Wood blocks and brackets
- Stone work



4.5.4 Contemporary Modern

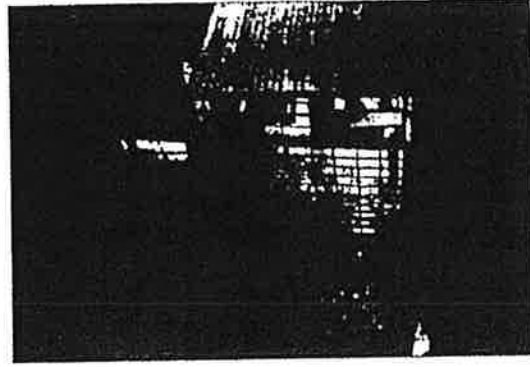
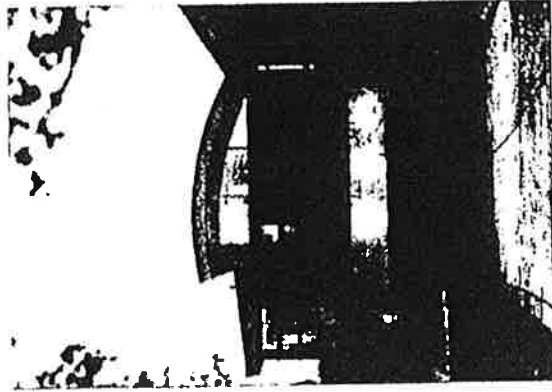
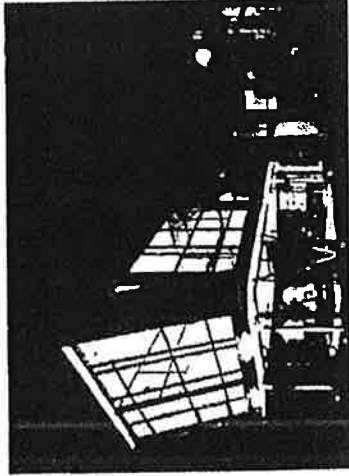
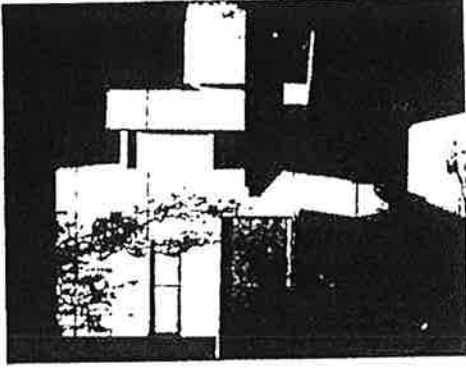
Contemporary Modern themed homes will be permitted in Riverpointe and are to be designed to incorporate a high level of architectural detail while still embodying a clean simple look. The selection of windows and exterior finishes will be important to ensure this style of home will fit in the overall streetscape of Riverpointe.

Trim around windows on this style will be optional and can be replaced by using horizontal and vertical expansion joints in the stucco finish. Window details should be simple and symmetrical where possible. Commercial like glazing will be permitted with this style of housing.

Roofing forms on Contemporary homes are generally flat and introduce the use of membrane systems. Stone will be required and the placement will be important. The use of real wood elements in the design is encouraged.

Typical Design Elements

- Flat roofing
- Clean smooth finished stucco
- Use of stucco expansion joints to highlight the openings
- Symmetrically placed windows
- Use of real wood elements on the elevations



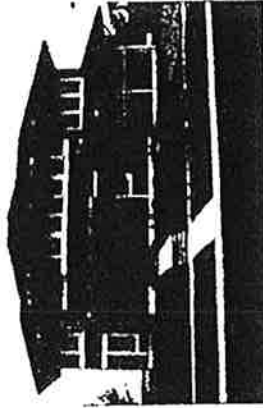
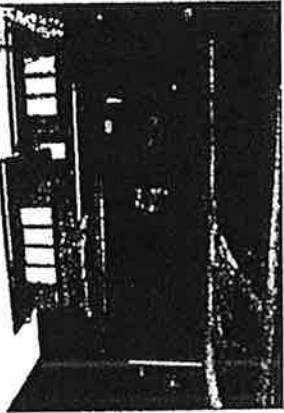
4.5.5 Prairie Modern

Prairie Modern homes will be permitted in Riverpointe. The designs should be a true interpretation of the Prairie style and show strong horizontal design elements throughout. Glazing should look banded in a horizontal fashion across the front elevation. The home should be visually grounded with stone or brick and chimneys should be large and clad in stone or brick.

Roofs will generally be a lower pitch and have large overhangs of 30" or more. Soffit details are important with this style due to the large overhangs. Column details should look strong and supporting and should incorporate stone or brick. The use of wood elements is highly encouraged.

Typical Design Elements

- Low pitched roof
- Clean smooth finished stucco or composite siding
- Horizontally banded window openings
- Symmetrically placed windows
- Use of real wood elements on the elevations
- Horizontal masonry elements
- Large overhangs





5.0 BUILDING MATERIALS AND COLOURS

5.1 Primary Wall Materials

- Exterior wall materials shall include stucco with a sand float finish and composite siding such as Hardie Board. Vinyl siding will not be permitted in Riverpointe.

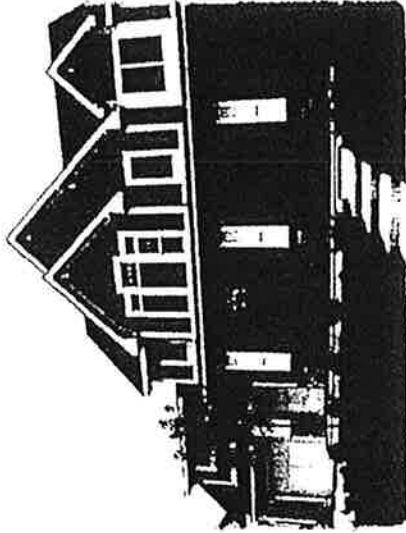
Wall colours and materials must match the style of the home. Before submitting colours Builders should review adjacent house colours to avoid repetition.

Exterior wall colors in general should be earth tone; other colors will be approved at the discretion of the Design Coordinator.

5.2 Masonry

Masonry will be required on all homes in Riverpointe and must be used in portions reflecting structural integrity. All homes will be required to have a minimum of 300 ft² of stone. Corner lots will require 400 ft². All stone or brick must wrap at least two feet around all corners. Masonry used on the garage will be required to return to the front entry down the length of the garage wall. The following masonry will be approved in Riverpointe:

- Brick
 - Manufactured or Natural stone
- Masonry colours must complement the cladding material and colour.



5.3 Trim, Fascia and Soffits

Modern trim materials used in a traditional manner will assist the homes in Riverpointe to appear traditional and timeless. Designers are asked to put a great deal of effort into the trim detailing on the front and rear elevation.

- Trim will be required on the front and rear elevations of all homes in Riverpointe.
- All corner boards are to be a minimum of 6 inches wide when using composite siding. Corner boards are suggested when using stucco as a wall finish, but it is not required.
- Shadow boards or cornices, if incorporated in the design, should be used in all open gable ends where the wall meets the soffit on all front and rear elevations.

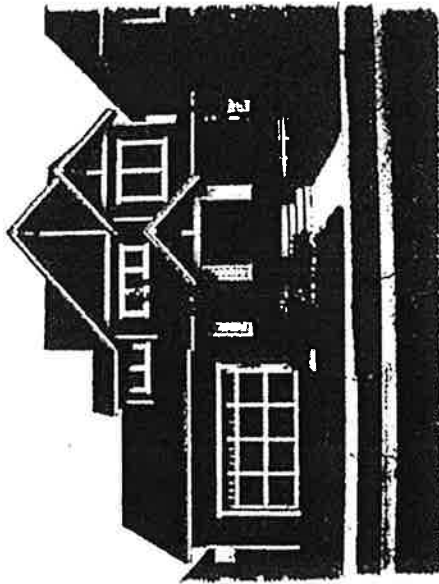


DESIGN GUIDELINES





- The fascia on open gables on the front and other highly visible elevations is to be constructed with a composite material. All other fascia may be aluminum. All fascias must be a minimum of 8 inches in height.
- Rainware should be limited on exposed elevations. Downspouts should take place on side and rear elevations of homes only. Rainware should match colour of soffit and fascia used on home.



5.4 Windows

- Casement, double-hung, and single-hung are appropriate window types and may be incorporated with non functional windows to create more elaborate window designs. Sliding windows in bedrooms will be acceptable, but still require decorative treatment.

- If muntin bars are used on the front elevation, they are required on the rear or side elevations.
- Skylights, if used, should be black in colour to match the roofing and should have a flat profile. Skylights should be incorporated on rear elevation and should not be visible from the street.

5.5 Roofing

Roof materials shall consist of Cedar shakes, Decra Metal Roofing, (shake profile) or Unicrete Concrete Tile (slate or shake profile) or Gem Euroslate rubber roof tiles. Other equivalents may be approved but will be to the Design Coordinator's discretion. All roof stacks must be enclosed and/or finished to compliment the roof colour and exterior finish detail.

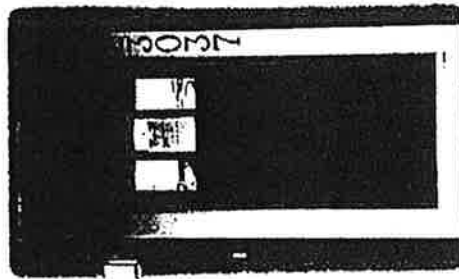
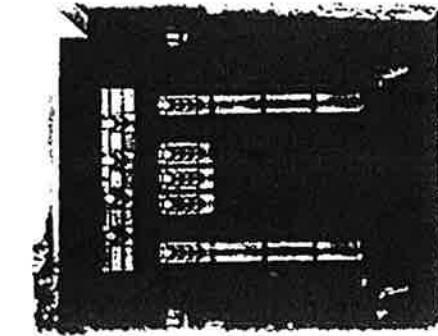
5.6 Roof Hardware

All roof hardware (vents, stacks, flashing, etc.) must be painted to match the colour of the roofing material.



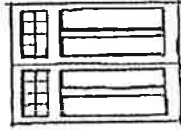
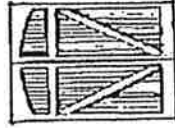
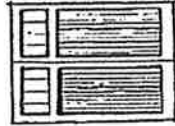
5.7 Front Doors

- Front entry doors are to compliment and enhance the architectural style of the home.
- Entry doors should have glazing and/or sidelights and/or transom windows.
- Single or double front entry doors are allowed. Double front entry doors will be approved at the discretion of the Design Coordinator.
- Sliding patio doors should not be located on front elevations.



5.8 Garage Doors

- Must be a traditional carriage or renaissance style with vertically proportioned panels and raised trim, giving the appearance that the door has been constructed of wood. Standard raised panel garage doors are not acceptable.
- For contemporary house styles, a more clean and simple garage door style will be considered.
- Are not to exceed 8 feet in height and 20 feet in width unless approved by the Design Coordinator.
- Additional space above the garage door to bottom of eave (more than 24 inches) will have to be treated with an architectural feature.
- The same garage door style will not be permitted to be side by side, there must be at least one house of separation.



5.9 Railing

Rails will be required as per the Alberta Building Code. Front porches and rear decks should have railings in a style to match the architectural theme. Acceptable railing materials include (depending on architectural style):

- Wrought Iron/Aluminum
- Wood (painted or stained)
- Glass (rear only)

5.10 Driveways

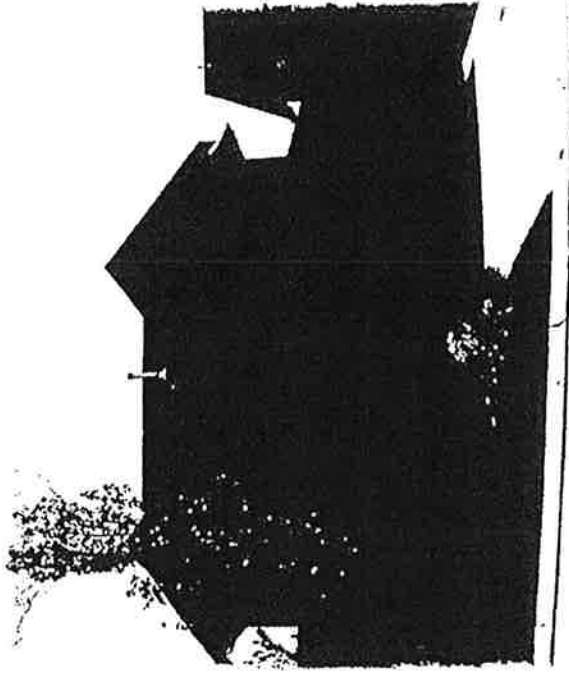
Driveways must be one of the following materials:

- Exposed or washed concrete
- Exposed aggregate
- Stamped concrete
- Coloured concrete pavers will be permitted but the paver colour must be approved by the Design Coordinator
- Plain or exposed aggregate driveway with inlaid pavers in a patterned style.

Where borders are used they are to be a minimum of 18 (eighteen) inches in width.

5.11 Front Steps

Front steps, when constructed of concrete, should be finished in a decorative manner such as exposed aggregate. Steps which have a combination of smooth concrete and exposed aggregate will also be approved. Precast front steps are not acceptable.



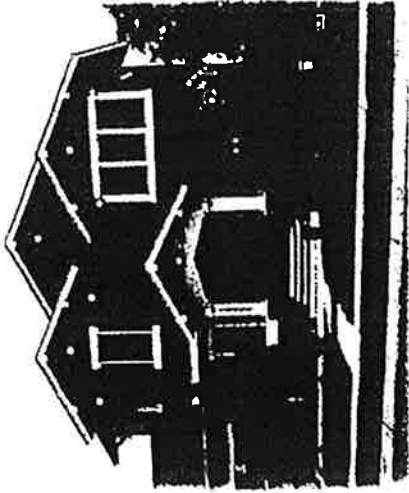
6.0 ADDITIONAL REQUIREMENTS

Nothing herein contained shall be construed or implied as imposing on the Developer, its agents or employees, any liability in the event of non-compliance with or non-fulfillment of any of the terms, restrictions and benefits set forth herein and no liability or responsibility whatsoever shall be incurred by the Developer, its agents or employees, in the performance or non-performance of their rights and obligations herein.



6.1 Recreation and Commercial Vehicles/Equipment

Recreational vehicles and commercial vehicles shall not be parked in front of a home or any part of the lot for any reason other than loading and unloading.



6.2 Satellite Dishes

Satellite dishes are allowed provided the dish size does not exceed twenty-four (24") inches in diameter and the location of the dish is concealed to minimize visual impact.

7.0 LANDSCAPING/FENCING

7.1 Landscape

7.1.1 Trees/Sod

A minimum of two (2) trees, fifteen (15) shrubs, and sod are to be planted by the builder and/or homeowner in the front yard. The tree is to be a 3" caliper deciduous (minimum 10 ft. height) or 8 ft. height evergreen/coniferous. Measurement for caliper size will be taken 1'-0" above root ball. Smaller sizes will not be accepted. All trees are to be nursery grown.

All landscaping is to be completed by the Builder or homeowner within 14 months of occupancy certificate or 24 months from building permit, whichever is sooner. Corner lots must have the landscaping adjacent to both street elevations completed under the same timeline.

7.2 Special Planting Requirements

For lots in Zone B, one (1) tree is to be planted every 10 linear meters along the west property line to create a rear lot landscape buffer for those lots backing or flanking onto the 170 Street road right-of-way. Where feasible and practical, rear lot trees shall be located to supplement the street tree planting program within the 170 Street right-of-way to provide continuous screening.

This planting requirement applies to the following lots:

- Block 1 Lots 45, 46, 54, 55, 84, 85
- Block 3 Lots 31 - 33, 41 - 43, 49, 50





7.3 Fencing

A front yard fence will not be allowed except on lots that side onto a lane or green space corridor.

Side and rear yard fencing should be coordinated to match any fencing that may be installed by the developer. If a lot has a 6 foot high screen fence installed by the Developer in the rear yard, then homeowners are to match this fence style for the side yards. If a lot has a chain link or ornamental fence in the rear yard, the homeowners are required to build a fence which compliments that of the rear yard fence.

A screen fence on the side yards matching the developers specifications may be permitted on lots that have a chain link or ornamental rear yard fence provided that the last 8 feet of the fence is dropped down to 4 feet in height to match the rear yard fence. Lots that do not have a fence installed by the developer will only be allowed to have fencing that matches the developer specification.

7.4 Fire Pits and Outdoor Fireplaces

Fire pits and outdoor fireplaces will be permitted in the rear yard only and are to follow the City of Edmonton Bylaws.

8.0 APPROVAL PROCESS

8.1 Preliminary Review

To achieve the desired traditional look in Riverpointe, designers are encouraged to create preliminary renderings or sketches of home plans and elevations to the Design Coordinator for preliminary review to ensure that they are on the right track.

8.2 Required Information

Construction Drawings (1/4"=1'; 3/16"=1')

Completed Architectural exterior selections

Plot Plan (1:200 scale) showing the following:

- Lot size
- Building envelope
- Setbacks
- Lot coverage
- Easement and utility rights of way
- Property and house corner grades

8.2.1 Removal of Customer Names

Due to the Personal Information Protection Act (PIPA), as required under section 63 of the act, customer names must not be displayed on any drawing submitted to IBI Group. Builders must ensure all customer names are removed from their drawings before Architectural Submission.

8.3 Formal Application Submission

Builders will have to submit their plans to the Design Coordinator for architectural review and confirmation of compliance with these architectural guidelines before they will be permitted to apply to the City of Edmonton for a building permit. The Design Coordinator will require the following information submitted via www.archcontrol.com.





8.3.1 How to Use ARCHCONTROL.COM

8.3.1.1 Getting Started

Before the builder can submit for Architectural Approval they must have a username and password, send an e-mail to passwords@archcontrol.com including the First and Last Name of the person in charge of receiving these approvals with a Username, Job Position, Builder Name and Location, E-mail address (this is important as the e-mail address provided will send updates on the job statuses), IBI Group will provide the password. Log onto the website: archcontrol.com, click "Log on" where you will type in your new username and password.

8.3.1.2 Application Procedure

Once logged in Click "Create Existing Application" where the website will take you through a number of selections:

1. The Community
2. Phase
3. Block
4. Lot
5. Civic Address
6. House Design
7. Setbacks & Grade
8. Exterior Finish
9. Uploaded Drawings

To upload drawings they must be in PDF format First click on "Browse" once the appropriate file is selected you may press "Submit". To ensure you have uploaded the drawings correctly glance under "Supplied Drawings" where the downloaded file should be. For example if you upload the "Front Elevation" you should then be able to see it under "Supplied Drawings".

After all the information has been filed out, under "Status: New" click "Submit Application".

8.3.1.3 Receiving the Approval

Once IBI Group has finished reviewing the submission the builders will receive an e-mail stating whether the home was "Approved" or "Rejected" (e-mail will go to the e-mail provided by the builder while the username and password was established).

It is important that the builder print all the drawings and the PDF application in case any Special Notes have been added. Builders may also review the "Notes" section, this tracks when plans are uploaded or when any changes have been made. If the home was rejected this may contain the information and reasons why.

Under "Modified Drawing" the builder can retrieve the stamped drawings and grade slip.

8.3.2 What is a Change Request?

A change request will include any modifications to the existing house such as box-out additions, colour changes, material changes, grading changes etc.

This does not include new home submissions; if the entire model of the home has changed, the builder will have to e-mail IBI Group requesting to delete the previous application.





8.3.2.1 Applying for a Change Request

First log in with your username and password, click on "Existing Applications", then the residence where you wish to make the change request, once opened you may create the change. If the colour is being updated ENSURE to click "Update Exterior" at the bottom of the page.

Revised drawings can be re-uploaded by repeating the same step in Section 8.3.1.2.

8.4 Response Times

Applications may take up to 10 business days; this is dependent on work-loads.

8.5 Schedule of Applicable Fees

The following is the Fees which will be applied to the process of Architectural Approvals, Change Requests and consultations:

- The first Architectural Approval and Pre Approval will be covered by the Developer
- Change Requests\$75.00
- Secondary Architectural Approval\$400.00

Fees for consultation:

- Senior AT\$135.00
- Intermediate AT\$80.00

9.0 CONSTRUCTION REGULATIONS

9.1 Material and Equipment Storage

- Builders will be allowed to store their materials and equipment onsite during construction but may not store on any other home sites.
- Items stored will have to be stored in an organized and covered manner to ensure site cleanliness.
- Builders must ensure that they do not trespass or disturb any other properties.
- Cleaning of paint, solvents, stains, etc, will not be permitted onsite.
- Concrete trucks may not clean chutes anywhere onsite.

9.2 Use of Site

- Construction debris and waste must be contained onsite each day and removed at the end of the project.
- Debris may not be burned, dumped, or buried anywhere onsite at any time.
- Site damage (curbs, site furniture, sidewalks, roadways, vegetation) will be charged to the responsible builder.
- Should a site not be maintained as per these Design Guidelines, the Developer reserves the right to rectify any deficiencies at the cost of the responsible Builder and/or Lot Purchaser.





9.3 Vehicles and Parking

Utility trailers, etc. may be parked onsite for the time of construction only, at the risk of the Builder.

9.4 Other Notes

- Vegetation material, top soil, or similar materials may not be dumped onsite at any time.
- Changing oil on any equipment or vehicles is not permitted onsite.
- Alcohol is prohibited at all times onsite.
- Erosion control will be the responsibility of the Builder during construction.
- Builders are to ensure that sites are not access except via the provided entries.

10.0 SECURITY DEPOSIT

The Security Deposit will be paid to the Developer to ensure completion of the requirements of these Design Guidelines, including:

- Confirmation that there is no contravention of the architectural and landscape requirements in these Design Guidelines; and
- To verify that no damage has been made to the municipal improvements including such items as water valves, sidewalks, curbs and gutters, driveway aprons and asphalt, boulevard landscaping and trees, rear gutters and walkways, light standards, fire hydrants, cathodic protection points, grading and drainage swales and fencing.

The amount of the Security deposit will be \$20,000.00 for each Lot purchased pursuant to the Lot Purchase and Sales Agreement.

10.1 Security Deposit Return Procedure

The \$20,000 security deposit will be returned in a 2 stage process, in increments of \$10,000.

Upon completion of house construction, site works, and landscaping, a first inspection will be completed by the Developer or the Developer's Design Consultant to ensure compliance with the Design Guidelines. A final inspection shall be for the purpose of determining if damages have been made to the Municipal Improvements.

Prior to the first inspection, the following items must be completed:

- The house and landscape has been built in accordance with the Design Guidelines in accordance with the plans approved by the Developer;
- The Developer has otherwise complied with the Design Guidelines and the Developer is satisfied that any and all damages to the Improvements have been rectified and paid for by the Lot Purchaser.

Prior to the final inspection, the following must be completed:

- The Developer has obtained a Final Acceptance Certificate (FAC) from the City respecting the Subdivision.

To initiate the first inspection, the Lot Purchaser must forward to the Developer or the Developer's Design Consultant a request form accompanied by the approved lot grading certificate provided by the City.



DESIGN GUIDELINES





The Developer or the Developer's Design Consultant will perform a pre-Final Acceptance Certificate ("FAC") inspection and final FAC inspection to identify damages to the Improvements. In accordance with the warranty period set forth by the City, the FAC inspection occurs at least two (2) years from the date of the installation of Improvements.

If the Developer determines that such damages are the responsibility of the Lot Purchaser or its homeowners, the damages will be repaired or rectified by the Developer at its option and the cost of same will be deducted from the Security Deposit. If the cost of repair or rectification exceeds the amount of the Security Deposit, the Lot Purchaser shall be liable for any and all additional costs.

The Lot Purchaser acknowledges that the final portion of the Security Deposit will not be repaid to the Lot Purchaser until the Developer has obtained the FAC Certificate from the City. The Lot Purchaser acknowledges that FAC approval will take at least two (2) years from the date of the installation of the Developer's Improvements.

It is the responsibility of the Lot Purchaser to ensure that the Improvements are maintained until FAC is issued by the City and until such time as the final portion of the Security Deposit is returnable to the Lot Purchaser.

11.0 HOME OWNERS ASSOCIATION (HOA)

11.1 Benefits

The HOA provides an opportunity for residents input into the future maintenance of their community and serves as a vehicle to preserve and enhance the level of maintenance. The HOA will also

provide a mechanism for the ongoing enforcement of the Design Guidelines

Such items include:

- wood screen fencing on major roadways and walkways.
- entry treatments, landscape features, and fountains.
- additional items at the discretion of the Home Owner's Association.

11.2 Implementation

Approximately one year prior to substantial completion of the development, the Developer will work together with an informal advisory group of Riverpointe property owners to plan for the initiation of the association. The HOA will be initiated at such time as there are an adequate number of residents living in Riverpointe.

Upon substantial completion of the development, an elected Board of Directors from the Riverpointe HOA will decide how to continue in the future, including the maintenance program, if any, to be implemented.

Each property will have one vote.

An encumbrance is registered on the title of every lot ensuring that all property owners are obligated to the Riverpointe HOA for the long term maintenance of the community.

11.3 Fees

Fees will be determined by the Riverpointe HOA.





11.4 Area

The residential areas identified on the map are to be included as part of Riverpointe.

Refer to illustration for facilities that may be included within the maintenance program of the HOA. Additional future facilities may be included.

The actual boundaries may vary from the boundary identified.

12.0 DISCRETION

Notwithstanding anything else set out in these guidelines, the Developer, (VIP Development Group of Companies) and IBI Group's Design Coordinators may apply their respective judgements when considering and approving anything regulated or controlled by these Design Guidelines. In so doing, the Developer and the Design Coordinator may provide waivers of or relaxations to any matter set out in these guidelines in their sole and absolute unfettered discretion.

12.1 No Right to Enforce

Only the Developer may enforce the Design Guidelines. No purchaser of a lot in Riverpointe may enforce the Design Guidelines.

12.2 Right to Amend

The Developer may from time to time amend these Design Guidelines as it sees fit in its sole and absolute unfettered discretion.

12.3 No Trespassing

No person shall infringe upon, excavate on, destroy, paint, fill in, cut, remove or tamper with any lot in Riverpointe that is not their own.

If done so the Developer has full right to take legal action for relief of any violation.





13.0 CONTACTS

Developer

VIP Development Group of Companies

#201, 10504 – 99 Avenue
Edmonton, AB T5K 1B2
Tel: 780.424.1600
Fax: 780.424.8400

Design Coordinator

IBI Group

Standard Life Building, Suite 1050
10405 Jasper Avenue
Edmonton, Alberta, T5J 3N4
Tel: 780.428.4000
Fax: 780.426.3256

Engineering Consultant

IBI Group

Standard Life Building, Suite 1050
10405 Jasper Avenue
Edmonton, Alberta, T5J 3N4
Tel: 780.428.4000
Fax: 780.426.3256

Lawyer

William J. Shymko

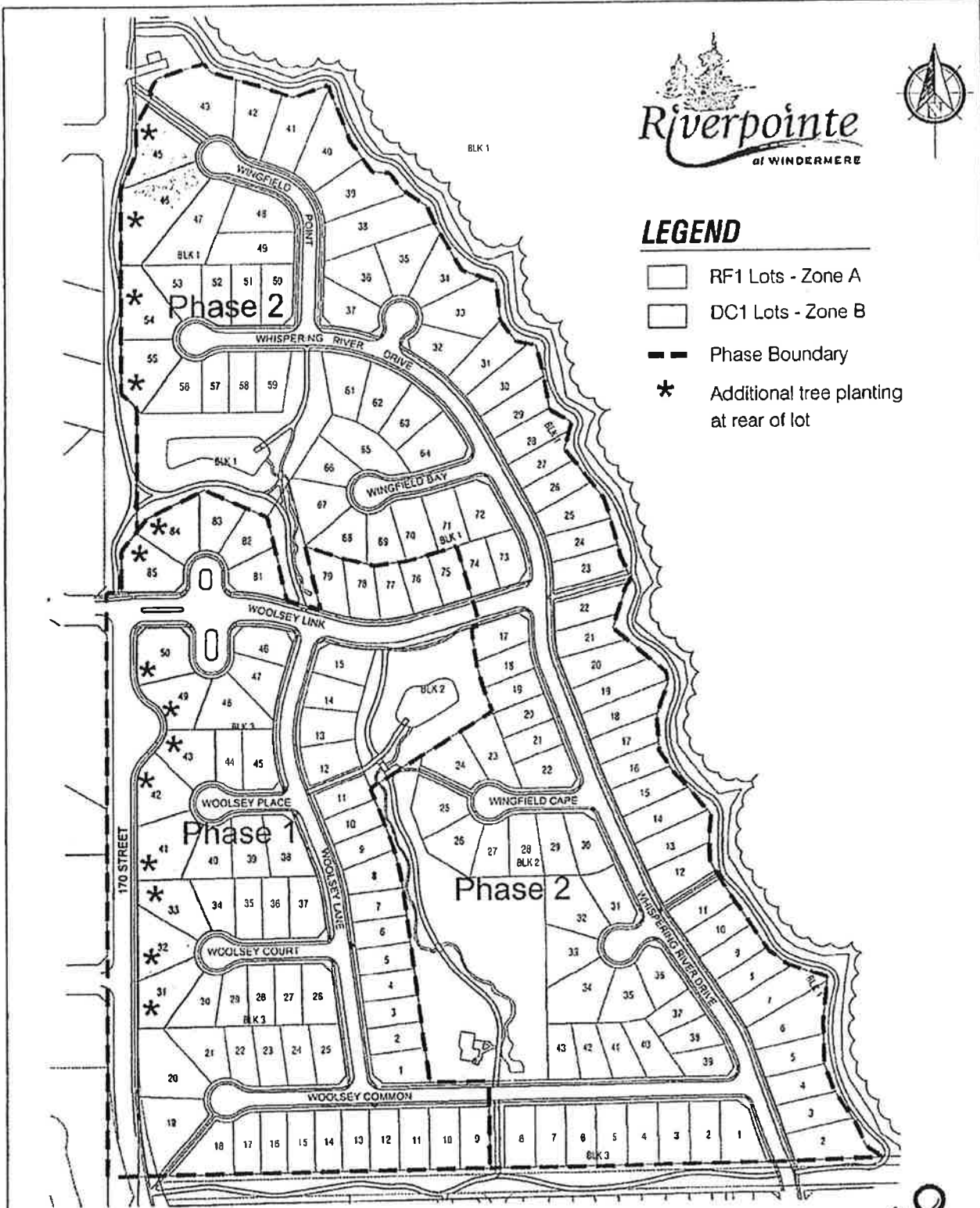
200, 9602 – 111 Avenue
Edmonton, AB T5G 0A8
Tel: 780.425.6414
Fax: 780.425.6416



DESIGN GUIDELINES



J:\20079_Riverpointe\10.0 Reports\Design Guidelines\ATR-29079_100_River-Pointe-phase1-architecture-design-guidelines-rpd_2010-11-10.docx\10-11-25\05



LEGEND

- RF1 Lots - Zone A
- DC1 Lots - Zone B
- Phase Boundary
- * Additional tree planting at rear of lot



DESIGN GUIDELINES





112166677

112166677 REGISTERED 2011 06 06
RESC - RESTRICTIVE COVENANT
DOC 12 OF 12 DRR#: E0322C3 ADR/MCAJINDO



Architects | Engineers | Planners



LOT INSPECTION REPORT

Builder:	NA	Date:	2014-06-12
Inspector:	Ron Vansevendt	File Number:	CO-36179.10-13273

Final Inspection - Architectural Guidelines

Civic Address:	4727 Woolsey Common	Community:	Riverpointe				
Status:	Released	Phase:	1	Block:	3	Lot #:	9

On June 12, 2014 a final inspection of the property was conducted by the IBI Group "Representative", in conjunction with the Guidelines approval process for Riverpointe.

The inspection report deals solely with the issue of compliance with the Guidelines. It does not provide, and shall not be construed as providing any evidence of compliance or non-compliance with applicable building codes or with any other municipal, provincial, or federal laws or regulations pertaining to the property.

No deficiencies were noted by the "Representative" for the property. The property is in general compliance with Guidelines and the "Reviewed and Accepted" plans on file. Final Acceptance is hereby granted. This house has been given approval for the architectural components only. A separate inspection will be required for the landscaping components.

This is Exhibit "J" referred to in the
 Affidavit of
Christopher Bowra
 Sworn before me this 5th day
 of September A.D., 2014
Dave
 A Notary Public, A Commissioner for Oaths
 in and for the Province of ~~Alberta~~
 British Columbia

Ron Vansevendt
 IBI Group, Representative
 Final Acceptance

June 12th 2014
 Date



Architects | Engineers | Planners



IBI
GROUP

Architects | Engineers | Planners





Architects | Engineers | Planners





Architects | Engineers | Planners



LOT INSPECTION REPORT

Builder:	NA	Date:	2014-06-12
Inspector:	Ron Vansevendt	File Number:	CO-36179.10-13273

Final Inspection - Landscape

Civic Address:	4727 Woolsey Common	Community:	Riverpointe				
Status:	Released	Phase:	1	Block:	3	Lot #:	9

On June 12, 2014 a final inspection of the property was conducted by the IBI Group "Representative", in conjunction with the Guidelines approval process for Riverpointe.

The inspection report deals solely with the issue of compliance with the Guidelines. It does not provide, and shall not be construed as providing any evidence of compliance or non-compliance with applicable building codes or with any other municipal, provincial, or federal laws or regulations pertaining to the property.

No deficiencies were noted by the "Representative" for the property. The property is in general compliance with Guidelines and the "Reviewed and Accepted" plans on file. Final Acceptance is hereby granted. This house has been given approval for the landscape components only. A separate inspection will be required for the architectural components by IBI Group.

 Ron Vansevendt
 IBI Group, Representative
 Final Acceptance

 June 12th 2014
 Date

IBI
GROUP

Architects | Engineers | Planners

