

COURT FILE NUMBER **1801-04745**

COURT COURT OF QUEEN'S BENCH OF
ALBERTA

JUDICIAL CENTRE CALGARY

PLAINTIFF **HILLSBORO VENTURES INC.**

DEFENDANT **CEANA DEVELOPMENT SUNRIDGE INC.**

DOCUMENT **SUPPLEMENTARY AFFIDAVIT OF
BAHADUR (BOB) GAIDHAR**

ADDRESS FOR SERVICE
AND CONTACT
INFORMATION OF
PARTY FILING THIS
DOCUMENT **GLENN & CARD LAW LLP**
Attention: Thomas F Glenn
Email: tfglenn@gclawyers.ca
100, 2886 Sunridge Way NE
Calgary, Alberta T1Y 7H9
Phone: 403.291.2532 / Fax: 403.291.2534
File No.: 03 9771 015 / Call Box: 10 (Rush Legal)

Clerk's Stamp

AFFIDAVIT OF BAHADUR (BOB) GAIDHAR
Affirmed on November 23, 2020

I, **BAHADUR (BOB) GAIDHAR**, of the City of Calgary, in the Province of Alberta, MAKE OATH AND SAY THAT:

1. I am the President and Chief Executive Officer of the Defendant corporation and Guarantor of the corporation's corporate debt to the Plaintiff and as such have a personal knowledge of matters herein deposed to except where stated otherwise.
2. I am the sole shareholder of the corporation, Ceana Development Inc. which is the sole shareholder of the Defendant corporation, Ceana Development Sunridge Inc.
3. I was the agent of Ceana Development Sunridge Inc. ("Ceana Sunridge") when Ceana Sunridge was organized and the building project at 2255 – 32nd Street NE, Calgary, Alberta was planned.
4. I acted as agent for Ceana Sunridge in the establishment of a first mortgage to Canadian Western Bank. That financing was eventually taken over by First Connect Credit Union, which is the present first registered encumbrance on the title of the Ceana Sunridge project, as evidenced on the Certificate of Title, a copy of attached hereto as **Exhibit "A"**.
5. As a result of issues arising between the owner of Ceana Sunridge and the general contractor, Fast Track Commercial Inc. and various trades, certain liens were registered against the project.
6. First Connect Credit Union had only advanced about half of the anticipated mortgage financing.
7. Ceana Sunridge borrowed money from Hillsboro Ventures Inc. ("**Hillsboro**") in the sum of \$630,000.
8. Later, in my dealings with Hillsboro, we agreed that Hillsboro would finance the entire project, advance enough money to pay out all of the encumbrances and provide sufficient financing to complete the project. We were waiting for about \$4,000,000 from First Connect Credit Union, but they were refusing to advance.

9. Hillsboro proposed a new \$3,000,000 mortgage which would pay out the original mortgage of \$630,000 and allow sufficient monies to clear the title and allow construction to proceed. Attached hereto and marked as **Exhibit "B"** is a copy of the commitment letter for this mortgage.
10. Hillsboro allowed some money through their counsel, in about January 12, 2017, although, not all of the money was advanced to Ceana Sunridge.
11. The accounting provided by Hillsboro suggested the money was advanced, but Hillsboro required an 18% holdback for interest, the entire first mortgage to be repaid, significant amounts for legal fees and disbursements, a \$60,000 brokerage fee and monitoring fees paid to a third company.
12. Hillsboro's accounting shows the advance of all of those funds but which meant that only \$188,000 of the \$3,000,000 was actually advanced for the purpose of construction.
13. There is absolutely no need to pay a \$60,000 brokerage fee as this was a private financing and I was already well acquainted with Hillsboro.
14. \$229,000 claimed to be a monitoring fee was not in any agreement anywhere and represents only Hillsboro's attempt to extract more than they were entitled to.
15. Hillsboro held back the "prepaid interest" of \$550,000 but charged us interest on that interest holdback throughout the term of the mortgage. That is a double interest count that I believe if not illegal, is certainly unethical. That is not what we agreed to.
16. At the same time, while Hillsboro was holding back the \$550,000 prepaid interest, we were not receiving interest credit for that money being held by Hillsboro.
17. I eventually arranged for Hillsboro to advance another loan by mortgage (Loan #2) for \$2,000,000. Of that amount, \$424,500 was held back as prepaid interest, which we never saw. Again, they charged interest on the holdback. Attached hereto and marked as **Exhibit "C"** to this Affidavit is a copy of the commitment letter for this mortgage.
18. Of the \$2,000,000 which they claim was advanced, only \$1,568,000 was actually advanced to Ceana Sunridge.
19. Subsequently, compound interest was added in the sum of \$729,000.
20. In addition, Hillsboro has charged "forbearance fees" in the sum of \$141,000 and "monitoring fees" of \$52,500, neither of which was agreed to.
21. Finally, Ceana Sunridge arranged for Hillsboro to advance \$1,500,000 on Loan #3, but from which was deducted \$202,500 of prepaid interest, a lender fee of \$27,500, a lender fee paid to Neotric of \$51,125, legal fees and disbursements of \$58,946 and monies transferred to Dentons after the Counterclaim was filed of \$735,724. Essentially, in return for a mortgage loan of \$1,500,000, the sum of \$424,204 was actually advanced for construction. Attached hereto and marked as **Exhibit "D"** to this Affidavit is a copy of the commitment letter for this mortgage.
22. To that claim was added compound interest of \$626,000, less the interest holdback, forbearance fees of \$84,000 and monitoring fees of \$55,000, neither of which was agreed to.
23. The accounting for Loan #3 states of the monies transferred to Dentons after the Counterclaim was filed was \$735,724 but the amount repaid by Dentons to Hillsboro was only \$611,986 which meant that Dentons withheld \$123,738 which is now claimed by Hillsboro against Ceana Sunridge.
24. I find myself in the impossible and undesirable situation where although the agreement was to advance \$6,500,000 towards construction, only \$4,362,085 was actually advanced to the benefit of Ceana Sunridge to complete the project.

25. Since the commencement of these proceedings, I have been embroiled in several actions between Hillsboro and Ceana Sunridge, including a claim by Hillsboro on a forbearance agreement.
26. I attach hereto as exhibits to my Affidavit, Statement of Liens and commencement pleadings various actions as follows:

- Exhibit "E"** Action No.: 1801-04745 - Hillsboro v. Ceana Sunridge
- Amended Statement of Claim
- Exhibit "F"** Action No.: 1901-00264 – Hillsboro v. Bahadur (Bob) Gaidhar, Yasmin Gaidhar and Ceana Development Westwinds Inc.
- Statement of Claim
- Exhibit "G"** Action No.: 1801-12233 – Ceana Sunridge v. Alpha Steel Builders Inc.
- Statement of Lien
- Statement of Claim by Ceana Sunridge
- Exhibit "H"** Calgary Landscaper Ltd. v. Ceana
- Statement of Lien
- Exhibit "I"** Action No.: Cold Frog Plumbing & Heating Ltd. v. Ceana Sunridge
- Statement of Lien
- Statement of Claim by Cold Frog
- Exhibit "J"** Action No.: 1801-09193 – Demon Water Hauling Ltd. v. Ceana
- Statement of Lien
- Exhibit "K"** Action No.: 1801-08528 – EMCO Corporation
- Statement of Lien
- Exhibit "L"** Essential Quality Electrical Services Ltd. v. Ceana
- Statement of Lien
- Exhibit "M"** Action No.: 1901-13734 – Quantity Surveying Services International v. Ceana
- Statement of Lien
- Statement of Claim
- Exhibit "N"** Action No.: 1801-16371 – Sunbelt Rentals of Canada Inc. v. Ceana
- Statement of Lien
- Statement of Lien
- Statement of Claim
- Exhibit "O"** Super Save Fence Rentals Inc.
- Statement of Lien
- Exhibit "P"** Action No.: 1901-02294 – Ravinder K. Rao v. Ceana
- Statement of Claim
- Exhibit "Q"** Action No.: 1901-13142 – Ghazi-Zauher Hisham Abdullah v. Ceana
- Statement of Claim
- Exhibit "R"** Action No.: 2001-12211 – Trane Canada ULC v. Ceana
- Statement of Claim
- Exhibit "S"** Action No.: 2001- Amish Morjaria, Ashok Morjaria and Mridula Morjaria v. Ceana
- Statement of Claim (unfiled)

THIS IS **EXHIBIT "A"** REFERERED TO
IN THE AFFIDAVIT OF

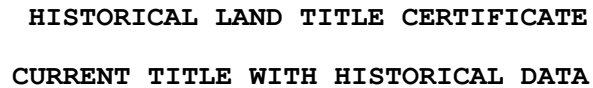
BAHADUR (BOB) GAIDHAR

AFFIRMED BEFORE ME THIS 23RD DAY OF NOVEMBER, 2020.



A COMMISSIONER FOR OATHS IN
AND FOR THE PROVINCE OF ALBERTA

TANYA ROSE FERNANDEZ
Commissioner for Oaths in and for
the Province of Alberta
Commission Expires April 20, 2021



REFERENCE NUMBER: 981 252 050

REGISTRATION	REGISTERED OWNER(S)			VALUE	CONSIDERATION
	DATE (DMY)	DOCUMENT	TYPE		
161 114 536	17/05/2016	TRANSFER OF LAND		\$6,000,000	\$6,000,000

OWNERS

CEANA DEVELOPMENT SUNRIDGE INC.
OF 101, 3115 - 12 ST NE
CALGARY
ALBERTA T2E 7J2

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION		
NUMBER	DATE (D/M/Y)	PARTICULARS
771 147 064	20/10/1977	ZONING REGULATIONS SUBJECT TO CALGARY INTERNATIONAL AIRPORT ZONING REGULATIONS
981 252 051	19/08/1998	RESTRICTIVE COVENANT
981 252 053	19/08/1998	RESTRICTIVE COVENANT (REINSTATED 24/03/2011 BY 111070763)

ENCUMBRANCES, LIENS & INTERESTS

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REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
981 376 744	01/12/1998	EASEMENT OVER AND FOR BENEFIT OF LOTS 1 TO 5 INCLUSIVE IN BLOCK 8 ON PLAN 9811891 (AREAS "A" TO "F" INCLUSIVE ON PLAN 9813273)
011 235 361	17/08/2001	MORTGAGE MORTGAGEE - ROYAL BANK OF CANADA. 17, 728 NORTHMOUNT DRIVE NW CALGARY ALBERTA T2K3K2 ORIGINAL PRINCIPAL AMOUNT: \$1,000,000
061 074 044	17/02/2006	CAVEAT RE : MORTGAGE AMENDING AGREEMENT CAVEATOR - ROYAL BANK OF CANADA. C/O MICHAEL J BONDAR 1840, 801-6 AVE SW CALGARY ALBERTA T2P3W2 AGENT - MICHAEL J BONDAR
061 074 045	17/02/2006	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - ROYAL BANK OF CANADA. C/O MICHAEL J BONDAR 1840, 801-6 AVE SW CALGARY ALBERTA T2P3W2 AGENT - MICHAEL J BONDAR.
071 085 253	20/02/2007	AMENDING AGREEMENT AMOUNT: \$2,000,000 AFFECTS INSTRUMENT: 011235361
151 222 037	27/08/2015	CAVEAT RE : PURCHASERS INTEREST CAVEATOR - CEANA DEVELOPMENT SUNRIDGE INC. ATTN: BAHADUR GAIDHAR 101, 3115 - 12TH STREET NE CALGARY ALBERTA T2E7J2 AGENT - BAHADUR GAIDHAR
161 114 537	17/05/2016	MORTGAGE MORTGAGEE - CANADIAN WESTERN BANK. 2810 - 32 AVE NE CALGARY ALBERTA T1Y5J4 ORIGINAL PRINCIPAL AMOUNT: \$15,000,000

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

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REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

161 114 538	17/05/2016	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - CANADIAN WESTERN BANK. 2810 - 32 AVE NE CALGARY ALBERTA T1Y5J4 AGENT - GARY J COCHRANE
161 114 539	17/05/2016	MORTGAGE MORTGAGEE - HILLSBORO ENTERPRISES INC. 927 7A ST NW CALGARY ALBERTA T2M3J4 ORIGINAL PRINCIPAL AMOUNT: \$630,000
161 114 540	17/05/2016	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - HILLSBORO ENTERPRISES INC. 927 7A ST NW CALGARY ALBERTA T2M3J4 AGENT - TRAVIS MCARTHUR
161 118 375	20/05/2016	DISCHARGE OF MORTGAGE 011235361 AND AMENDING AGREEMENT 071085253
161 118 376	20/05/2016	DISCHARGE OF CAVEAT 061074044
161 118 377	20/05/2016	DISCHARGE OF CAVEAT 061074045
161 146 685	25/06/2016	DISCHARGE OF CAVEAT 151222037
171 023 796	26/01/2017	CAVEAT RE : AMENDING AGREEMENT CAVEATOR - HILLSBORO ENTERPRISES INC. 927 7A ST NW CALGARY ALBERTA T2M3J4 AGENT - TRAVIS MCARTHUR
171 023 797	26/01/2017	MORTGAGE MORTGAGEE - HILLSBORO VENTURES INC. 927-7A ST NW CALGARY ALBERTA T2M3J4 ORIGINAL PRINCIPAL AMOUNT: \$3,000,000
171 023 798	26/01/2017	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - HILLSBORO VENTURES INC.

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

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REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
		927-7A ST NW CALGARY ALBERTA T2M3J4 AGENT - TRAVIS MCARTHUR
171 059 555	14/03/2017	DISCHARGE OF CAVEAT 171023796 AND CAVEAT 161114540 AND MORTGAGE 161114539
171 065 141	23/03/2017	BUILDER'S LIEN LIENOR - SOLIDBUILT FOUNDATIONS LTD. 635 CHAPARRAL DR SE CALGARY ALBERTA T2X3W9 AMOUNT: \$155,675
171 120 879	06/06/2017	BUILDER'S LIEN LIENOR - MWC CONSULTING STRUCTURAL ENGINEERS INC. 300,121-15 AVENUE SE CALGARY ALBERTA T2G1G1 AGENT - MARK WEBER. AMOUNT: \$14,596
171 124 565	09/06/2017	DISCHARGE OF BUILDER'S LIEN 171120879
171 124 838	09/06/2017	DISCHARGE OF BUILDER'S LIEN 171065141
171 183 985	18/08/2017	MORTGAGE MORTGAGEE - HILLSBORO VENTURES INC. 927-7A ST NW CALGARY ALBERTA T2M3J4 ORIGINAL PRINCIPAL AMOUNT: \$2,000,000
171 183 986	18/08/2017	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - HILLSBORO VENTURES INC. 927-7A ST NW CALGARY ALBERTA T2M3J4 AGENT - TRAVIS MCARTHUR
171 235 888	23/10/2017	POSTPONEMENT OF MORT 171023797 CAVE 171023798 TO MORT 171183985 CAVE 171183986
171 240 017	26/10/2017	MORTGAGE MORTGAGEE - CONNECT FIRST CREDIT UNION LTD. BOX 1137

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

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REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

BROOKS
ALBERTA T1R1B9
ORIGINAL PRINCIPAL AMOUNT: \$9,831,770

171 240 018 26/10/2017 CAVEAT
RE : ASSIGNMENT OF RENTS AND LEASES
CAVEATOR - CONNECT FIRST CREDIT UNION LTD.
BOX 1137
BROOKS
ALBERTA T1R1B9
AGENT - LAWRENCE LEON.

171 240 019 26/10/2017 POSTPONEMENT
OF MORT 171023797
TO MORT 171240017 CAVE 171240018

171 240 020 26/10/2017 POSTPONEMENT
OF CAVE 171023798
TO MORT 171240017 CAVE 171240018

171 240 021 26/10/2017 POSTPONEMENT
OF MORT 171183985 CAVE 171183986
TO MORT 171240017 CAVE 171240018

171 251 757 10/11/2017 DISCHARGE OF MORTGAGE 161114537

171 251 758 10/11/2017 DISCHARGE OF CAVEAT 161114538

171 262 890 22/11/2017 MORTGAGE
MORTGAGEE - HILLSBORO VENTURES INC.
927-7A ST NW
CALGARY
ALBERTA T2M3J4
ORIGINAL PRINCIPAL AMOUNT: \$1,500,000

171 262 891 22/11/2017 CAVEAT
RE : ASSIGNMENT OF RENTS AND LEASES
CAVEATOR - HILLSBORO VENTURES INC.
927-7A ST NW
CALGARY
ALBERTA T2M3J4
AGENT - PATRICK MAH

171 279 779 08/12/2017 BUILDER'S LIEN
LIENOR - FAST TRACK COMMERCIAL INC.
C/O MLT AIKINS LLP
ATTN: JEFF W. BRIGHT
1600, 520-3 AVE SW
CALGARY
ALBERTA T2P0R3

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

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REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

AMOUNT: \$2,133,455

171 282 494	12/12/2017	BUILDER'S LIEN LIENOR - BIG ROCK WATER HAULING SERVICES LTD. C/O ADMIRAL LAW 301, 522 - 11TH AVENUE SW CALGARY ALBERTA T2R0C8 AGENT - KRISTINA SAEDI AMOUNT: \$2,310
181 001 538	03/01/2018	BUILDER'S LIEN LIENOR - EMCO CORPORATION. C/O MCLENNAN ROSS LLP #1000 FIRST CANADIAN CENTRE 350-7TH AVE SW ATTN: JAMES P. FLANAGAN CALGARY ALBERTA T2P3N9 AGENT - JAMES P FLANAGAN AMOUNT: \$145,783
181 003 370	05/01/2018	DISCHARGE OF BUILDER'S LIEN 171282494
181 016 293	19/01/2018	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 171279779
181 023 511	29/01/2018	BUILDER'S LIEN LIENOR - DEMON WATER HAULING LTD. 11333 84 STREET SE CALGARY ALBERTA T2C4T4 AGENT - JENNIFER SINGER AMOUNT: \$24,316
181 071 261	06/04/2018	DISCHARGE OF BUILDER'S LIEN 171279779
181 077 294	17/04/2018	POSTPONEMENT OF MORT 171023797 CAVE 171023798 TO MORT 171262890 CAVE 171262891
181 090 636	03/05/2018	DISCHARGE OF CERTIFICATE OF LIS PENDENS 181016293
181 112 779	01/06/2018	BUILDER'S LIEN LIENOR - COLD FROG PLUMBING & HEATING INC. MCLENNAN ROSS LLP LEGAL COUNSEL ATTN: JAMES P. FLANAGAN 1000 FIRST CANADIAN CENTRE 350 - 7 AVE SW CALGARY

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

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REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
		ALBERTA T2P3N9 AGENT - JAMES P FLANAGAN AMOUNT: \$62,580
181 117 808	07/06/2018	BUILDER'S LIEN LIENOR - FAST TRACK COMMERCIAL INC. 203, 126-17 AVE NE CALGARY ALBERTA T2E1L6 AGENT - BRIAN N CLARK AMOUNT: \$2,711,016
181 123 907	15/06/2018	UTILITY RIGHT OF WAY GRANTEE - ATCO GAS AND PIPELINES LTD.
181 124 534	15/06/2018	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 181001538
181 139 834	28/06/2018	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 181023511
181 148 885	12/07/2018	BUILDER'S LIEN LIENOR - ALPHA STEEL BUILDERS INC. 9390 ENTERPRISE WAY SE CALGARY ALBERTA T3S0A1 AGENT - KHALID M CHOUDHRY AMOUNT: \$207,479
181 149 831	13/07/2018	BUILDER'S LIEN LIENOR - CALGARY LANDSCAPER LTD. 38048 COUNTRY HILLS RPO CALGARY ALBERTA T3K5G9 AGENT - BERNHARD PENNER AMOUNT: \$15,880
181 149 907	13/07/2018	BUILDER'S LIEN LIENOR - SUNBELT RENTALS OF CANADA LIMITED. C/O LIEN-PRO INC 17315B-108 AVE NW EDMONTON ALBERTA T5S1G2 AGENT - LIEN-PRO INC. AMOUNT: \$7,104
181 158 526	27/07/2018	CAVEAT RE : PURCHASERS INTEREST CAVEATOR - 1785337 ALBERTA LTD. C/O AB LAW

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

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REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
		924 - 5075 FALCONRIDGE BLVD NE CALGARY ALBERTA T3J3K9 AGENT - ANSHUMAN BAWA.
181 162 378	03/08/2018	BUILDER'S LIEN LIENOR - ESSENTIAL QUALITY ELECTRICAL SERVICES. 245 MOUNTAIN PARK DRIVE SE CALGARY ALBERTA T2Z2L2 AGENT - BRIAN SCOTT. AMOUNT: \$42,704
181 240 823	07/11/2018	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 181149831
181 244 655	13/11/2018	BUILDER'S LIEN LIENOR - SUNBELT RENTALS OF CANADA INC. C/O FIELD LLP ATTN: D KIM BEACHUM 400, 444-7 AVE SW CALGARY ALBERTA T2P0X8 AGENT - D KIM BEACHUM AMOUNT: \$10,881
181 249 778	20/11/2018	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 181112779
181 253 136	23/11/2018	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 181244655
181 261 750	04/12/2018	DISCHARGE OF BUILDER'S LIEN 181148885
181 262 077	04/12/2018	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 181117808
181 263 575	06/12/2018	DISCHARGE OF BUILDER'S LIEN 181244655
191 000 075	02/01/2019	DISCHARGE OF CERTIFICATE OF LIS PENDENS 181262077
191 010 226	16/01/2019	DISCHARGE OF BUILDER'S LIEN 181117808
191 085 526	06/05/2019	BUILDER'S LIEN LIENOR - SUPER SAVE FENCE RENTALS INC. C/O MOORE WITTMAN PHILLIPS 307, 1228 KENSINGTON RD NW CALGARY ALBERTA T2N3P7 AGENT - CHRISTINA DAO

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

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REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

AMOUNT: \$7,085

191 146 059 17/07/2019 BUILDER'S LIEN
LIENOR - QUANTITY SURVEYING SERVICES INTERNATIONAL
LTD.
C/O WILLIAMSON LAW
#416, 602 - 11TH AVENUE SW
CALGARY
ALBERTA T2R1J8
AGENT - CHAD WILLIAMSON
AMOUNT: \$54,209
(DATA UPDATED BY: CHANGE OF ADDRESS 191150985)

191 150 985 25/07/2019 CHANGE OF ADDRESS FOR SERVICE
RE: QUANTITY SURVEYING SERVICES INTERNATIONAL LTD.
C/O WILLIAMSON LAW
#416, 602 - 11TH AVENUE SW
CALGARY
ALBERTA T2R1J8
AFFECTS INSTRUMENT: 191146059

191 165 898 19/08/2019 CAVEAT
RE : AGREEMENT CHARGING LAND
CAVEATOR - YORKFIELD FINANCIAL CORPORATION.
910, 808-4 AVE SW
CALGARY
ALBERTA T2P3E8
AGENT - PAUL MACMULLIN

191 217 312 24/10/2019 CERTIFICATE OF LIS PENDENS
AFFECTS INSTRUMENT: 191146059

191 234 224 19/11/2019 CAVEAT
RE : PURCHASERS INTEREST
CAVEATOR - CECA HOLDING CO. LTD.
ARKELL LAW
4620 MANILLA ROAD SE
CALGARY
ALBERTA T2G4B7
AGENT - MARTIN J ARKELL

201 051 204 12/03/2020 CAVEAT
RE : PURCHASERS INTEREST
CAVEATOR - SUKHDEEP DHALIWAL
CAVEATOR - MANDEEP MAVI
BOTH OF:
28 CASTLEBROOK PLACE NE
CALGARY
ALBERTA T3J1V8

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ENCUMBRANCES, LIENS & INTERESTS

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REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

201 069 529 09/04/2020 BUILDER'S LIEN
LIENOR - TRANE CANADA ULC.
C/O MINTZ LAW
400, 10357-109 ST
EDMONTON
ALBERTA T5J1N3
AGENT - BRUCE E MINTZ
AMOUNT: \$94,281

201 120 696 10/07/2020 CAVEAT
RE : AGREEMENT CHARGING LAND
CAVEATOR - AMISH MORJARIA
C/O ROBERT J STACK
1601, 333-11 AVE SW
CALGARY
ALBERTA T2R1L9
AGENT - ROBERT J STACK

201 125 049 17/07/2020 EXPIRATION OF BUILDER'S LIEN 181149907

201 126 075 21/07/2020 CAVEAT
RE : AGREEMENT CHARGING LAND
CAVEATOR - ASHOK MORJARIA
CAVEATOR - MRIDULA MORJARIA
BOTH OF:
C/O ROBERT J. STACK
1601 333 11TH AVENUE SW
CALGARY
ALBERTA T2R1L9
AGENT - ROBERT J STACK

201 155 291 27/08/2020 DISCHARGE OF CERTIFICATE OF LIS PENDENS 181253136

201 182 979 10/10/2020 CAVEAT
RE : PURCHASERS INTEREST
CAVEATOR - CENTRAL HALAL MEATS LTD.
110, 32 WESTWINDS CRES NE
CALGARY
ALBERTA T3J5L3
AGENT - NASIM ALI

201 187 177 16/10/2020 DISCHARGE OF BUILDER'S LIEN 201069529

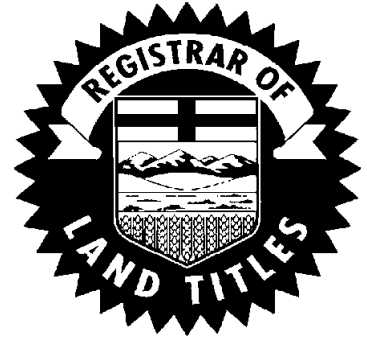
TOTAL INSTRUMENTS: 079

(CONTINUED)

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 30 DAY OF
OCTOBER, 2020 AT 04:06 P.M.

ORDER NUMBER: 40420918

CUSTOMER FILE NUMBER: 039771015



END OF CERTIFICATE

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

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

THIS IS **EXHIBIT "B"** REFERERED TO
IN THE AFFIDAVIT OF

BAHADUR (BOB) GAIDHAR

AFFIRMED BEFORE ME THIS 23RD DAY OF NOVEMBER, 2020.



A COMMISSIONER FOR OATHS IN
AND FOR THE PROVINCE OF ALBERTA

TANYA ROSE FERNANDEZ
Commissioner for Oaths in and for
the Province of Alberta
Commission Expires April 20, 2021



216, 20 Sunpark Plaza, S.E., Calgary, Alberta, T2X 3T2

Ph: 403.252.1977 Fax: 403.266.1971
www.libertymortgage.ca

CEANA DEVELOPMENT SUNRIDGE INC.
Suite 101, 3115 – 12th Street SE
Calgary, Alberta
c/o Hector MacMullin/Yorkfield Financial

January 2, 2017

Dear Bob,

Re: FORMAL LOAN COMMITMENT – Mezzanine/2nd Mortgage financing of \$3,000,000.00 secured by land and improvements located at:

Municipal Description:
2255 – 32nd Street NE, Calgary, Alberta

Legal Description:
Plan 9811891, Block 8, Lot 1

COLLECTIVELY (the "Lands") – EXACT LEGAL DESCRIPTIONS TO BE CONFIRMED

Further to our recent meetings, I wish to advise that Liberty Investments Ltd. (and or nominee(s)) is prepared to offer financing on the following terms:

Borrower:	Ceana Development Sunridge Inc.
Corporate Guarantor(s):	n/a
Personal Guarantor(s):	Mr. Bob Gaidhar
Lender:	Liberty Investments Ltd. and/or nominee(s)
Principal Amount of Loan: (gross)	\$3,000,000.00 – Mezzanine/2 nd Mortgage
Purpose:	To assist with construction funds required, in addition to 1 st Mortgage construction financing from Chinook Credit Union for a 5 building, +/-45,000 sq.ft retail condo project located near Sunridge mall NE Calgary
Interest Rate:	18% per annum
Funding Date:	On/about January 10, 2017
Term:	12 months with the full outstanding principal and all accrued and outstanding interest shall be due and payable on January 1, 2018
Payments:	Interest for the period from the date of the advance of the Mortgage Loan Amount up to and including the last day of the month in which the advance is made ("Interest Adjustment Date") shall be deducted from the initial advance made. Regular monthly payments shall be required on the first day of each month thereafter, and shall be paid initially from a full term prepaid interest

account deducted from loan proceeds and paid to Lender, and subsequently from Borrower resources

Security:

1. 2nd Mortgage charge of \$3,000,000.00 to be registered on the Lands and all improvements;
2. Promissory Note from the Borrower to the Lender;
3. Personal Guarantee of Mr. Bob Gaidhar;
4. Postponement of all shareholder loans and/or charges;
5. Postponement and standstill from all Limited Partners and/or Joint Venture partners;
6. 2nd position Assignment of rents and leases;
7. 2nd position General Security Agreement from the Borrower to the Lender;
8. 2nd position Specific Assignment of 100% net sales proceeds where upon partial discharges will be granted by the Lender provided 100% of the initial sale proceeds are paid to the 1st Mortgagee until payout;
9. Specific Assignment of all material plans, blueprints, contracts, and agreements on the lands, including but not limited to, City of Calgary Offsite Levi Agreements, Development Permits/Agreements, Building Permits, Construction Management Agreements, Leases, etc;
10. Borrower to sign a letter of authorization which grants authority to all stakeholders (contractors, trades, government bodies, etc.) to provide information to the Lender upon request;
11. Other security as may be reasonably required by the Lender or the Lender's solicitor;

Post Dated Cheques:

N/A

Stand by Fee

If all of the conditions precedent set forth herein have not been waived or been met to the satisfaction of the Lender and if the Borrower has not drawn down on the initial advance as outlined herein within 7 days from the Funding Date, the Lender may require the Borrower pay a standby fee equal to the face rate of this loan per month on funds not disbursed

Prepayment:

This loan may be paid in full at any time subject to a minimum interest earned provision of 6 months times the full loan amount being earned by the Lender



216, 20 Sunpark Plaza, S.E., Calgary, Alberta, T2X 3T2

Ph: 403.252.1977 Fax: 403.266.1971
www.libertymortgage.ca

Late Payments: Late payments, including NSF or other returned cheques, will result in a \$250.00 administrative charge for each such occurrence

Disbursements: **\$3,000,000.00** less deductions of Interest Adjustment, Prepaid Interest, and Legal Fees— in trust to the Borrower's solicitor upon such solicitor's confirmation that all security documentation has been executed and registered at the appropriate public offices.

Source and Application of Funds:

Source of Funds:

1. Chinook Credit Union 1 st Mortgage:	\$9,900,000.00
2. 2 nd Mortgage funding herein:	\$3,000,000.00
3. Borrower's minimum equity contribution:	<u>\$3,000,000.00</u>
Total Funds:	\$15,900,000.00

Application of Funds (approximate):

1. Hard and Soft Construction Budget:	\$14,800,000.00
2. Payout existing 2 nd Mortgage:	\$650,000.00
3. Prepaid Interest:	<u>\$550,000.00</u>
Total Funds:	\$15,900,000.00

Insurance: The Borrower shall arrange for property and casualty insurance protection, including fire, course of construction and other perils suitable to the Lender, on the Lands showing loss payable to the Lender, as its interest may appear.

Application/Processing Fee:
(RECEIVED)

A non-refundable processing fee of \$2,500.00 is payable upon acceptance of this mortgage lending commitment to cover the reasonable costs for the processing of this application, site visits, and gaining approval for a new mortgage loan facility. Said fee may be deducted from Lender's initial advance

Conditions precedent to be satisfied by Borrower:

In addition to the above cited security and related documentation, each of the following conditions precedent must be satisfied by the Borrower, in each case in form and substance satisfactory to the Lender and its counsel, prior to any advance being made, and the Lender may acknowledge in writing to the Borrower that each of such conditions precedent have been satisfied or waived:

1. Completed Liberty Mortgage Application & Net Worth Statement for the Borrower, and each of the guarantors;
2. Satisfactory review of as-is land and as-complete appraisal;
3. Satisfactory review of project budget and fixed price construction management agreement with Fast Track Commercial Inc.;

4. Satisfactory confirmation of Borrower's equity to date of not less than \$3,000,000.00;
5. Satisfactory review of quantity surveyor's report;
6. Satisfactory review of Borrower's total project price list, along with confirmation of all pre-sales in place totaling not less than \$15,000,000.00;
7. Satisfactory review of Phase 1 Environmental report and Geo-Technical report;
8. Satisfactory review of Chinook Financial 1st Mortgage commitment;
9. Borrower to provide copy of DP, BP and full set of construction blueprints;
10. Lender's final credit committee approval;
11. Site visit to be conducted by Lender and/or Lender's representative;

TRUST CONDITIONS:

1. **(TRUST CONDITION)** Borrower to provide, satisfactory to the Lender, an up-to-date real property report, or equivalent, for the security showing that all buildings and other fixtures, all boundaries and easements, etc. on the Lands are all within applicable legal requirements;
2. **(TRUST CONDITION)** Borrower to provide, satisfactory to the Lender, evidence that the Lands comply in all material respects with any restrictive covenants affecting the site and have been built and are occupied and being operated, in all material respects, in full compliance with all requirements of law, including all zoning, land use classification, building, planning, fire and health by-laws, rules, regulations, orders and codes of all federal, provincial, regional and municipal government authorities having jurisdiction with respect thereto;
3. **(TRUST CONDITION)** Borrower to provide, satisfactory to the Lender, evidence of satisfactory title to the Lands and the absence of any encumbrances, liens and interests except those permitted by the Lender;
4. **(TRUST CONDITION)** Borrower to provide, satisfactory to the Lender, evidence of corporate authority of Borrower to enter into this Mortgage Lending Commitment and the security and related

documents thereto, including an opinion of the Borrower's counsel as to usual matters, such as corporate status, authority, execution and delivery of all relevant supporting documentation;

5. **(TRUST CONDITION)** Borrower to provide, satisfactory to the Lender, evidence that all realty and property taxes, including levies, development charges, educational development charges and local improvement rates on the Lands billed to the date of advance of funds are paid in full;
6. **(TRUST CONDITION)** Borrower to execute Lender's form of Borrower Disclosure document;

Conditions Precedent to be Satisfied by the Lender:

Each of the following conditions precedent must be satisfied or waived by the Lender, prior to the initial advance and each subsequent advance being made, and the Lender may acknowledge in writing to the Borrower if and when each of such conditions precedent have been so satisfied or waived:

1. Site visit by Lender, accompanied by the Borrower, to the Lands for the each advance, when necessary, cost of which shall be to the Borrower's account;
2. Approval of this Mortgage Lending Commitment by the Lender's Credit Committee

Legal Fees:

All legal fees (on a solicitor and his own client basis) and disbursements associated with this mortgage lending commitment, including the initial documentation, matters which may arise during the term of the loan and the payout of the loan, are the sole responsibility of the Borrower and may be deducted from the loan proceeds. All fees and costs associated with the discharge of any security are also to the Borrower's account. The Lender and/or Lender's solicitor may require an up front legal retainer to begin security preparation. The cost of title insurance if utilized will also be to the account of the Borrower

Payment of costs:

Any costs associated with this Mortgage Lending Commitment which the Borrower may incur or be liable for, including interest, stand by fees, application fees and legal fees and disbursements, shall be a charge against the Lands and shall bear interest at the interest rate described herein from initial date of advance until they have been paid in full and may be deducted from mortgage proceeds. The Borrower hereby mortgages and charges all of its estate and interest in the Lands to secure the aforementioned costs

Caveat:

It is also understood that Liberty Investments Ltd. and/or nominee may register a caveat against the Lands to more fully secure the payment of costs and right of first refusal relative to this mortgage lending commitment

Material Change or Omission:

Lender may refuse to fund additional advances, if at any time and at its sole discretion, if the Lender learns of any material omissions made by the Borrower and/or material changes in the market conditions

Termination of this Mortgage Lending Commitment:

In the event that the conditions precedent to be satisfied by the Lender have been satisfied or waived by the Lender and in the further event that the conditions precedent to be satisfied by the Borrower have not been satisfied by the Borrower or the Borrower fails to draw down the Loan Advance by January 31, 2017, then the Lender may terminate this Mortgage Lending Commitment and if it does so, it shall have no further obligation to the Borrower to advance all or any portion of the Mortgage Loan Amount

Not Assignable:

This mortgage lending commitment and all the benefits derived there from are neither assignable nor transferable by the Borrower

Advertisement:

Lender and/or Broker is authorized to advertise their involvement in this project by various means including, but not limited to, worldwide web, signage on property, newspaper ads, magazines ads, and internally prepared print material.

OFFER EXPIRY:

This mortgage lending commitment is open for acceptance by the Borrower Until January 4, 2017 at 5pm MTN time. Once accepted, this agreement is binding on the Borrower

Consent:

In connection with this mortgage lending commitment, the Borrower has and will continue to provide information including, but not limited to, confidential financial information of the Borrower and other persons, such as guarantors, to both Liberty Mortgage Corp. (the "Broker") and the Lender for the purposes of enabling the Broker and the Lender to make decisions as the creditworthiness of the Borrower, of enabling the Lender to determine its willingness to advance the loan to the Borrower and, if the Lender determines to proceed to make the loan, documenting and securing the loan to its satisfaction. Further, the Broker and the Lender may collect information from third parties other than the Borrower, such as credit bureaus, banks and other sources of credit information, to accomplish the above purposes and the Borrower hereby specifically authorizes the Broker and the Lender to obtain such information from such third parties. The Borrower acknowledges that in order to accomplish the aforesaid purposes, the Broker and the Lender may collect, use and disclose all such information to other third parties including, but not limited to, other brokers, agents and consultants, other potential Lenders and co-Lenders and professional advisors such as lawyers, accountants, real estate professionals, etc, who the Broker and Lender may engage for advice in respect of the above purposes. The Borrower hereby consents to the collection, use and disclosure of such information by the Broker, the



216, 20 Sunpark Plaza, S.E., Calgary, Alberta, T2X 3T2

Ph: 403.252.1977 Fax: 403.266.1971
www.libertymortgage.ca

Lender and such other third parties to accomplish the aforesaid purposes.

We trust you will find this letter of commitment is in accordance with your requirements and look forward to assisting you with this financing.

Regards,

Signed

"CLINTON EVANGELISTA"

Clint Evangelista, B.Comm | PARTNER

Cell: 403.708.2911

Office: 403.252.1977

Fax: 403.266.1971

Email: cevangelista@libertymortgage.ca



216, 20 Sunpark Plaza, S.E., Calgary, Alberta, T2X 3T2

Ph: 403.252.1977 Fax: 403.266.1971
www.libertymortgage.ca

ACCEPTANCE

The terms of this mortgage lending commitment of funds are hereby acknowledged and agreed to.

Dated at Calgary, Alberta, Canada, on the 4 day of January 2017

Borrower: Ceana Development Sunridge Inc.

Per: [Signature]
Name BOB GAIDHAR

Per: [Signature]
Name BOB GAIDHAR

[Signature]
Witness

[Signature]
Witness

Personal Guarantor(s): Bob Gaidhar

Per: [Signature]
Bob Gaidhar

[Signature]
Witness

THIS IS **EXHIBIT "C"** REFERERED TO
IN THE AFFIDAVIT OF

BAHADUR (BOB) GAIDHAR

AFFIRMED BEFORE ME THIS 23RD DAY OF NOVEMBER, 2020.



A COMMISSIONER FOR OATHS IN
AND FOR THE PROVINCE OF ALBERTA

TANYA ROSE FERNANDEZ
Commissioner for Oaths in and for
the Province of Alberta
Commission Expires April 20, 2021



CEANA DEVELOPMENT SUNRIDGE INC.
Suite 101, 3115 - 12th Street SE
Calgary, Alberta

July 5, 2017

Dear Bob,

Re: ADDITIONAL LOAN COMMITMENT - Mezzanine/2nd and/or 3rd position Mortgage (TBD) financing of up to an additional \$2,000,000.00 secured by land and improvements located at:

+/-45,000sq.ft (over 5 buildings) retail condo project kitty corner to Sunridge Mall, NE Calgary

Municipal Description:

2255 - 32nd Street NE, Calgary, Alberta

Legal Description:

Plan 9811891, Block 8, Lot 1

COLLECTIVELY (the "Lands") - EXACT LEGAL DESCRIPTIONS TO BE CONFIRMED

Further to our recent meetings, I wish to advise that Hillsboro Ventures Inc. (and or nominee(s)) is prepared to offer financing on the following terms:

Borrower:	Ceana Development Sunridge Inc.
Corporate Guarantor(s):	n/a
Personal Guarantor(s):	Mr. Bob Gaidhar
Lender:	Hillsboro Ventures Inc.
Principal Amount of Loan: (gross)	Up to \$2,000,000.00* - Mezzanine 2 nd and/or 3 rd position Mortgage as determined by Lender's solicitor (ie. if 2 nd Mortgage then existing Hillsboro \$3,000,000.00 mortgage shall postpone to mortgage herein)
	<u>*To be funded via an initial tranche/advance of \$1,300,000.00 (less deductions) with up to an additional \$700,000.00 available if further cost overruns and/or cash injection are required</u>
Purpose:	To assist with Borrower with additional subordinate funding requirement as per BTY inspection report AND as required by Chinook Credit Union 1 st Mortgage PRIOR to their release of funds
Application Fee:	\$6000 shall be deemed earned upon execution of this commitment and

AS

A handwritten signature, possibly reading 'Bob Gaidhar', written in dark ink.

payable to Hillsboro Ventures Inc. Said fee may be deducted from the initial advance herein or from an advance under the existing Hillsboro \$3MM mortgage

Interest Rate: 18% per annum shall commence upon Lender depositing and confirming funds held in trust with their solicitor

Effective Date: July 5, 2017

Term: 12 months with 9 months interest closed and prepaid to Lender on each tranche of funds advanced

Lender Fee: 3% of principal loan amount shall be deducted from Lender's initial advance

- Security:
- ✓ 1. 2nd Mortgage charge of \$2,000,000.00 to be registered on the Lands and all improvements, with existing Hillsboro mortgage postponing to the mortgage herein;
 2. Promissory Note from the Borrower to the Lender;
 - ✓ 3. Personal Guarantee of Mr. Bob Gaidhar;
 4. Postponement of all shareholder loans and/or charges;
 5. Postponement and standstill from all Limited Partners and/or Joint Venture partners;
 6. 2nd position Assignment of rents and leases;
 - ✓ 7. 2nd position General Security Agreement from the Borrower to the Lender;
 8. 2nd position Specific Assignment of 100% net sales proceeds where upon partial discharges will be granted by the Lender provided 100% of the initial sale proceeds are paid to the 1st Mortgagee until payout;
 - ✓ 9. Specific Assignment of all material plans, blueprints, contracts, and agreements on the lands, including but not limited to, City of Calgary Offsite Levi Agreements, Development Permits/Agreements, Building Permits, Construction Management Agreements, Leases, etc;
 - ✓ 10. Borrower to sign a letter of authorization which grants authority to all stakeholders (contractors, trades, government bodies, etc.) to provide information to the Lender upon request;
 11. Other security as may be reasonably required by the Lender or the Lender's solicitor;

Post Dated Cheques:

N/A



Prepayment:

This loan may be paid in full at any time subject to a minimum interest earned provision of 9 months on each tranche of funds advanced by the Lender

Late Payments:

Late payments, including NSF or other returned cheques, will result in a \$500.00 administrative charge for each such occurrence

Disbursements:

Initial Advance:

\$1,300,000.00 less deductions of Prepaid Interest, Lender Fee and Legal Fees- in trust to the Borrower's solicitor upon such solicitor's confirmation that all security documentation has been executed and registered at the appropriate public offices

Additional Advances:

Up to an additional \$700,000.00 if cost overruns/further funding is required and upon certain conditions being met

Insurance:

The Borrower shall arrange for property and casualty insurance protection, including fire, course of construction and other perils suitable to the Lender, on the Lands showing loss payable to the Lender, as its interest may appear

Material Conditions
Precedent:

In addition to the above cited security and related documentation, each of the following conditions precedent must be satisfied by the Borrower, in each case in form and substance satisfactory to the Lender and its counsel, prior to any advance being made, and the Lender may acknowledge in writing to the Borrower that each of such conditions precedent have been satisfied or waived:

1. Satisfactory review of updated project timeline and pro-forma;
2. Satisfactory review of updated unit listing including firm sales, conditional sales, and units still available;
3. Satisfactory review of project budget, QS report (BTY) and fixed price construction management agreement with Fast Track Commercial Inc.;
4. Satisfactory review of financial statements up to June 30, 2017;
5. Satisfactory review of Borrower's total project price list, along with confirmation of all pre-sales in place totaling not less than \$15,000,000.00;
6. Satisfactory confirmation of CWB balance and no default status;
7. Satisfactory review of Chinook Financial 1st Mortgage commitment;
 - a. Lender may require Security relating to Chinook Financial 1st mortgage being confirmed having been signed and submitted to Land Titles for

registration with lawyer reporting back to Chinook solicitor PRIOR to Lender instructing their solicitor to begin prep of security docs relating to this loan;

8. Borrower to provide copy of DP, BP and full set of construction blueprints;
9. Borrower to provide copy of Alpha Steel contract and initial payment along with all other material supply contracts entered into;
10. Lender requires the Borrower and/or a representative of the Borrower to meet with Lender's own project monitor/consultant on a bi-monthly basis, through until all mortgages funded by the Lender are paid in full, cost of which (\$2000/month) shall be to the account of the Borrower
11. A provision shall exist in the mortgage herein stating that default on any mortgage advanced to the Borrower shall trigger an immediate default of the subject mortgage herein;
12. Lender's final credit committee approval;
13. Site visit to be conducted by Lender and/or Lender's representative;

Conditions Precedent to be Satisfied by the Lender:

Each of the following conditions precedent must be satisfied or waived by the Lender, prior to the initial advance and each subsequent advance being made, and the Lender may acknowledge in writing to the Borrower if and when each of such conditions precedent have been so satisfied or waived:

1. Site visit by Lender, accompanied by the Borrower, to the Lands for the each advance, when necessary, cost of which shall be to the Borrower's account;
2. Approval of this Mortgage Lending Commitment by the Lender's Credit Committee

Legal Fees:

All legal fees (on a solicitor and his own client basis) and disbursements associated with this mortgage lending commitment, including the initial documentation, matters which may arise during the term of the loan and the payout of the loan, are the sole responsibility of the Borrower and may be deducted from the loan proceeds. All fees and costs associated with the discharge of any security are also to the Borrower's account. The Lender and/or Lender's solicitor may require an up front legal retainer to begin security preparation. The cost of title insurance if utilized will also be to the account of the Borrower

Payment of costs:

Any costs associated with this Mortgage Lending Commitment which the Borrower may incur or be liable for, including interest, stand by

B 

fees, application fees, lender fees and legal fees and disbursements, shall be a charge against the Lands and shall bear interest at the interest rate described herein from initial date of advance until they have been paid in full and may be deducted from mortgage proceeds. The Borrower hereby mortgages and charges all of its estate and interest in the Lands to secure the aforementioned costs

Caveat:

It is also understood that Hillsboro Ventures Inc. and/or nominee may register a caveat against the Lands to more fully secure the payment of costs and right of first refusal relative to this mortgage lending commitment

Material Change or Omission:

Lender may refuse to fund additional advances, if at any time and at its sole discretion, if the Lender learns of any material omissions made by the Borrower and/or material changes in the market conditions

Termination of this Mortgage Lending Commitment:

In the event that the conditions precedent to be satisfied by the Lender have been satisfied or waived by the Lender and in the further event that the conditions precedent to be satisfied by the Borrower have not been satisfied by the Borrower or the Borrower fails to draw down the Loan Advance by August 31, 2017, then the Lender may terminate this Mortgage Lending Commitment and if it does so, it shall have no further obligation to the Borrower to advance all or any portion of the Mortgage Loan Amount

Not Assignable:

This mortgage lending commitment and all the benefits derived there from are neither assignable nor transferable by the Borrower

Advertisement:

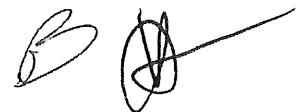
Lender and/or Broker is authorized to advertise their involvement in this project by various means including, but not limited to, worldwide web, signage on property, newspaper ads, magazines ads, and internally prepared print material.

OFFER EXPIRY:

This mortgage lending commitment is open for acceptance by the Borrower
Until **July 5, 2017 at 6pm MTN time**. Once accepted, this agreement is binding on the Borrower

Consent:

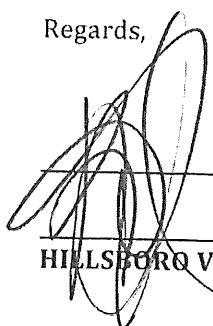
In connection with this mortgage lending commitment, the Borrower has and will continue to provide information including, but not limited to, confidential financial information of the Borrower and other persons, such as guarantors, to both Liberty Mortgage Corp. (the "Broker") and the Lender for the purposes of enabling the Broker and the Lender to make decisions as the creditworthiness of the Borrower, of enabling the Lender to determine its willingness to advance the loan to the Borrower and, if the Lender determines to proceed to make the loan, documenting and securing the loan to its satisfaction. Further, the Broker and the Lender may collect information from third parties other than the Borrower, such as credit bureaus, banks and other sources of credit information, to accomplish the above purposes and



the Borrower hereby specifically authorizes the Broker and the Lender to obtain such information from such third parties. The Borrower acknowledges that in order to accomplish the aforesaid purposes, the Broker and the Lender may collect, use and disclose all such information to other third parties including, but not limited to, other brokers, agents and consultants, other potential Lenders and co-Lenders and professional advisors such as lawyers, accountants, real estate professionals, etc, who the Broker and Lender may engage for advice in respect of the above purposes. The Borrower hereby consents to the collection, use and disclosure of such information by the Broker, the Lender and such other third parties to accomplish the aforesaid purposes.

We trust you will find this letter of commitment is in accordance with your requirements and look forward to assisting you with this financing.

Regards,

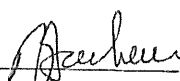

_____, DIRECTOR
HILLSBORO VENTURES INC.

ACCEPTANCE

The terms of this mortgage lending commitment of funds are hereby acknowledged and agreed to.

Dated at Calgary, Alberta, Canada, on the 6 day of July, 2017

Borrower: Ceana Development Sunridge Inc.

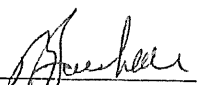
Per: 
Name

Witness

Per: _____
Name

Witness

Personal Guarantor(s): Bob Gaidhar

Per: 
Bob Gaidhar

Witness

Dunkley Law office.
Khalil Hagi. ph 403 207 4662.
Email khalil@khlawgroup.com.



THIS IS **EXHIBIT "D"** REFERERED TO
IN THE AFFIDAVIT OF

BAHADUR (BOB) GAIDHAR

AFFIRMED BEFORE ME THIS 23RD DAY OF NOVEMBER, 2020.



A COMMISSIONER FOR OATHS IN
AND FOR THE PROVINCE OF ALBERTA

TANYA ROSE FERNANDEZ
Commissioner for Oaths in and for
the Province of Alberta
Commission Expires April 20, 2021

payable to Hillsboro Ventures Inc. Said fee may be deducted from the initial advance herein or from an advance under the existing Hillsboro \$2MM mortgage

- Interest Rate:** 18% per annum, for 12 months, shall commence upon Lender depositing and confirming funds held in trust with their solicitor this charge is for a stand change for the funds prior to being drawn on & interest upon being drawn upon , the 13 month shall be at 30%
- Effective Date:** OCTOBER 10, 2017
- Term:** 13 months with 9 months interest closed, prepaid and earned by Hillsboro upon execution of this agreement.
- Lender Fee:** 3% of principal loan amount shall be deducted from Lender's initial advance (1.5% payable to Liberty Mortgage and 1.5% payable to Hillsboro Developments Inc.)
- Security:**
1. 4th Mortgage charge of \$1,500,000.00 to be registered on the Lands and all improvements, with existing Hillsboro mortgage postponing to the mortgage herein OR become part of the other Hillsboro mortgages as advice by Hillsboro's council;
 2. Promissory Note from the Borrower to the Lender;
 3. Personal Guarantee of Mr. Bob Gaidhar AND Mrs. B. Gaidhar ;
 4. Postponement of all shareholder loans and/or charges;
 5. Postponement and standstill from all Limited Partners and/or Joint Venture partners;
 6. 4th position Assignment of rents and leases;
 7. 4th position General Security Agreement from the Borrower to the Lender;
 8. 4th d position Specific Assignment of 100% GROSS SALES proceeds where upon partial discharges will be granted by the Lender provided 100% of the initial sale proceeds are paid to the 1st Mortgagee until payout and other prior mortgages ;
 9. Specific Assignment of all material plans, blueprints, contracts, and agreements on the lands, including but not limited to, City of Calgary Offsite Levi Agreements, Development Permits/Agreements, Building Permits, Construction Management Agreements, Leases, etc;
 10. Borrower to sign a letter of authorization which grants authority to all stakeholders (contractors, trades, government bodies, etc.) to provide information to the Lender upon request;

19.

11. Bob Gaidhar residence:

12. Other offsite collateral as deemed necessary:

13. Other security as may be reasonably required by the Lender or the Lender's solicitor

Post Dated Cheques: N/A

Prepayment: This loan may be paid in full at any time subject to a minimum interest earned provision of 9 months on the face amount of the mortgage.

Late Payments: Late payments, including NSF or other returned cheques, will result in a \$1,500.00 administrative charge for each such occurrence

Disbursements: **Initial Advance:**
\$300,000.00 less deductions of Prepaid Interest, Lender Fee and Legal Fees- in trust to the Borrower's solicitor upon such solicitor's confirmation that all security documentation has been executed and registered at the appropriate public offices

Additional Advances:
Up to an additional \$1,200,000.00 if cost overruns/further funding is required and upon certain conditions being met. **Hillsboro will only fund these monies if at the time of funding Ceana funds ONE DOLLAR (\$1) FOR EACH HILLSBORO FUNDING OF ONE DOLLAR (\$1) , to be funded by Ceana through Hillsboro's lawyer , AT THE TIME OF ANY FUNDING BY HILLSBORO.**

Insurance: The Borrower shall arrange for property and casualty insurance protection, including fire, course of construction and other perils suitable to the Lender, on the Lands showing loss payable to the Lender, as its interest may appear

Material Conditions Precedent: In addition to the above cited security and related documentation, each of the following conditions precedent must be satisfied by the Borrower, in each case in form and substance satisfactory to the Lender and its counsel, prior to any advance being made, and the Lender may acknowledge in writing to the Borrower that each of such conditions precedent have been satisfied or waived:

1. Satisfactory review of updated project timeline and pro-forma and on going updates weekly ;
2. Satisfactory review of updated unit listing including firm sales,

conditional sales, and units still available on going updates weekly ;

3. Satisfactory review of project budget, QS report (BTY) and fixed price construction management agreement with Fast Track Commercial Inc on going updates weekly .;
4. Satisfactory review of financial statements of CEANA up to June 30, 2017;
5. Satisfactory review of Borrower's total project price list, along with confirmation of all pre-sales in place totaling not less than \$17,00 0,000;
6. Satisfactory confirmation of CWB balance and no default status;
7. Satisfactory review of Chinook Financial 1st Mortgage commitment;
 - a. Lender may require Security relating to Chinook Financial 1st mortgage being confirmed having been signed and submitted to Land Titles for registration with lawyer reporting back to Chinook solicitor PRIOR to Lender instructing their solicitor to begin prep of security docs relating to this loan;
8. Borrower to provide copy of DP, BP and full set of construction blueprints;
9. Borrower to provide copy of Alpha Steel contract and initial payment along with all other material supply contracts entered into;
10. Lender requires the Borrower and/or a representative of the Borrower to meet with Lender's own project monitor/consultant on a WEEKLY basis, through until all mortgages funded by the Lender are paid in full, cost of which (\$2,500/month plus gst if applicable) shall be to the account of the Borrower AND FUNDED FROM THE INITIAL ADVANCE FOR 9 MONTHS AND DEEMED THE MINIMUM AMOUNT EARNED BY HILLSBORO.
11. A provision shall exist in the mortgage herein stating that default on any mortgage advanced to the Borrower shall trigger an immediate default of the subject mortgage herein;
12. Lender's final credit committee approval;
13. Site visit to be conducted by Lender and/or Lender's representative;

Conditions Precedent to be Satisfied by the Lender:

Each of the following conditions precedent must be satisfied or waived by the Lender, prior to the initial advance and each subsequent advance being made, and the Lender may acknowledge in writing to the Borrower if and when each of such conditions precedent have been so satisfied or waived:

1. Site visit by Lender, accompanied by the Borrower, to the Lands for the each advance, when necessary, cost of which shall be to the Borrower's account;
2. Approval of this Mortgage Lending Commitment by the Lender's Credit Committee

Legal Fees:

All legal fees (on a solicitor and his own client basis) and disbursements associated with this mortgage lending commitment, including the initial documentation, matters which may arise during the term of the loan and the payout of the loan, are the sole responsibility of the Borrower and may be deducted from the loan proceeds. All fees and costs associated with the discharge of any security are also to the Borrower's account. The Lender and/or Lender's solicitor may require an up front legal retainer to begin security preparation. The cost of title insurance if utilized will also be to the account of the Borrower

Payment of costs:

Any costs associated with this Mortgage Lending Commitment which the Borrower may incur or be liable for, including interest, stand by fees, application fees, lender fees and legal fees and disbursements, shall be a charge against the Lands and shall bear interest at the interest rate described herein from initial date of advance until they have been paid in full and may be deducted from mortgage proceeds. The Borrower hereby mortgages and charges all of its estate and interest in the Lands to secure the aforementioned costs

Caveat:

It is also understood that Hillsboro Ventures Inc. and/or nominee may register a caveat against the Lands to more fully secure the payment of costs and right of first refusal relative to this mortgage lending commitment

Material Change or Omission:

Lender may refuse to fund additional advances, if at any time and at its sole discretion, if the Lender learns of any material omissions made by the Borrower and/or material changes in the market conditions

Termination of this Mortgage Lending Commitment:

In the event that the conditions precedent to be satisfied by the Lender have been satisfied or waived by the Lender and in the further event that the conditions precedent to be satisfied by the Borrower have not been satisfied by the Borrower or the Borrower fails to draw down the Loan Advance by August 31, 2017, then the Lender may terminate this Mortgage Lending Commitment and if it does so, it shall have no further obligation to the Borrower to advance all or any portion of the Mortgage Loan Amount

Not Assignable:

This mortgage lending commitment and all the benefits derived there from are neither assignable nor transferable by the Borrower

Advertisement:

Lender and/or Broker is authorized to advertise their involvement in

this project by various means including, but not limited to, worldwide web, signage on property, newspaper ads, magazines ads, and internally prepared print material.

OFFER EXPIRY:

This mortgage lending commitment is open for acceptance by the Borrower

Until OCT 10, 2017 at 6pm MTN time. Once accepted, this agreement is binding on the Borrower

Consent:

In connection with this mortgage lending commitment, the Borrower has and will continue to provide information including, but not limited to, confidential financial information of the Borrower and other persons, such as guarantors, to both Liberty Mortgage Corp. (the "Broker") and the Lender for the purposes of enabling the Broker and the Lender to make decisions as the creditworthiness of the Borrower, of enabling the Lender to determine its willingness to advance the loan to the Borrower and, if the Lender determines to proceed to make the loan, documenting and securing the loan to its satisfaction. Further, the Broker and the Lender may collect information from third parties other than the Borrower, such as credit bureaus, banks and other sources of credit information, to accomplish the above purposes and the Borrower hereby specifically authorizes the Broker and the Lender to obtain such information from such third parties. The Borrower acknowledges that in order to accomplish the aforesaid purposes, the Broker and the Lender may collect, use and disclose all such information to other third parties including, but not limited to, other brokers, agents and consultants, other potential Lenders and co-Lenders and professional advisors such as lawyers, accountants, real estate professionals, etc, who the Broker and Lender may engage for advice in respect of the above purposes. The Borrower hereby consents to the collection, use and disclosure of such information by the Broker, the Lender and such other third parties to accomplish the aforesaid purposes.

We trust you will find this letter of commitment is in accordance with your requirements and look forward to assisting you with this financing.

Regards,


_____, DIRECTOR
HILLSBORO VENTURES INC.

ACCEPTANCE

The terms of this mortgage lending commitment of funds are hereby acknowledged and agreed to.

Dated at CALGARY, Alberta, Canada, on the 10 day of OCTOBER, 2017

Borrower: Ceana Development Sunridge Inc.

Per: [Signature]
Name

[Signature]
Witness

Per: [Signature]
Name

[Signature]
Witness

Personal Guarantor(s): Bob Gaidhar

Per: [Signature]
Bob Gaidhar

[Signature]
Witness

[Signature]
Yasmin GAIDHAR

[Signature]
WITNESS

THIS IS **EXHIBIT "E"** REFERERED TO
IN THE AFFIDAVIT OF

BAHADUR (BOB) GAIDHAR

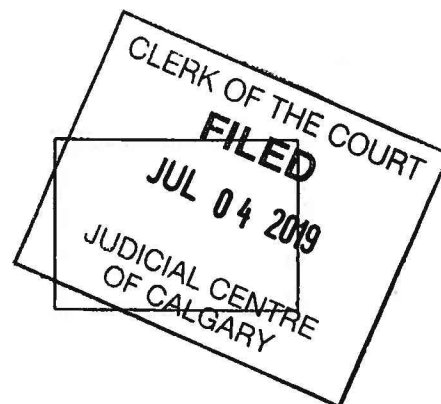
AFFIRMED BEFORE ME THIS 23RD DAY OF NOVEMBER, 2020.



A COMMISSIONER FOR OATHS IN
AND FOR THE PROVINCE OF ALBERTA

TANYA ROSE FERNANDEZ
Commissioner for Oaths in and for
the Province of Alberta
Commission Expires April 20, 2021

Clerk's Stamp:



COURT FILE NUMBER 1801-04745
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY
PLAINTIFF HILLSBORO VENTURES INC.
DEFENDANTS CEANA DEVELOPMENT SUNRIDGE INC.
DOCUMENT AMENDED STATEMENT OF CLAIM

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF PARTY
FILING THIS DOCUMENT

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

Attention: Derek M. Pontin
Ph. (403) 268-6301 Fx. (403) 268-3100
File No.: 559316-3

AMENDED this 4th day of July 2019 Pursuant to
Rule 8.74
dated the 4 day of July 2019

NOTICE TO DEFENDANT(S)

You are being sued. You are a defendant.

Go to the end of this document to see what you can do and when you must do it.

Statement of facts relied on:

1. The Plaintiff is a corporation registered to carry on business in the Province of Alberta, and has offices in the City of Calgary, in the Province of Alberta and is the Mortgagee under the Mortgage sued on herein.
2. The Defendant, Ceana Development Sunridge Inc., is a corporation carrying on business and having offices in the City of Calgary, in the Province of Alberta.
3. By a Memorandum of Mortgage made under the Land Titles Act dated the 6th day of January, 2017, and registered in the Land Titles Office for the South Alberta Land Registration District on the 26th day of January, 2017, as Instrument No. 171 023 797 (the "First Mortgage"), Ceana Development Sunridge Inc., (the "Mortgagor") mortgaged to the Plaintiff (the "Mortgagee") the following lands, namely:

PLAN 9811891
BLOCK 8

LOT 1

EXCEPTING THEREOUT ALL MINES AND MINERALS

(the "Lands")

for securing the payment of the sum of \$3,000,000.00 and interest at the rate of 18% per cent per annum calculated half yearly, not in advance, both before and after default, maturity and judgment.

4. The sum of \$3,000,000.00 was advanced by the Mortgagee to the Mortgagor on or about January 6, 2017.
5. By the First Mortgage, the Mortgagor covenanted to pay the principal and interest to the Mortgagee on the said sum at the said rate on the days and times and in the manner mentioned in the First Mortgage, with all interest not so paid to become part of the principal amount secured by the First Mortgage and bear interest at the rate aforesaid. The First Mortgage matured on January 1, 2018.
6. By the First Mortgage, it is provided that on default of payment of the principal or interest, or any monies thereby secured, the whole principal shall, at the option of the Mortgagee, become payable, which option is hereby exercised.
7. By a Memorandum of Mortgage made under the Land Titles Act dated the 28th day of July, 2017, and registered in the Land Titles Office for the South Alberta Land Registration District on the 18th day of August, 2017, as Instrument No. 171 183 985 (the "Second Mortgage"), the Mortgagor mortgaged to the Mortgagee the Lands for securing the payment of the additional sum of \$2,000,000.00 and interest at the rate of 18% per annum calculated monthly, not in advance, both before and after default, maturity and judgment.
8. The sum of \$2,000,000.00 was advanced by the Mortgagee to the Mortgagor on and after August 2, 2017.
9. By the Second Mortgage, the Mortgagor covenanted to pay the principal and interest to the Mortgagee on the said sum at the said rate on the days and times and in the manner mentioned in the Second Mortgage, with all interest not so paid to become part of the principal amount secured by the Second Mortgage and bear interest at the rate aforesaid. The Second Mortgage matured on July 5, 2018.
10. By the Second Mortgage, it is provided that on default of payment of the principal or interest, or any monies thereby secured, the whole principal shall, at the option of the Mortgagee, become payable, which option is hereby exercised.
11. By a Memorandum of Mortgage made under the Land Titles Act dated the 1st day of November, 2017, and registered in the Land Titles Office for the South Alberta Land Registration District on the 22nd day of November, 2017, as Instrument No. 171 262 891 (the "Third Mortgage"), the Mortgagor mortgaged to the Mortgagee the Lands for securing the payment of the additional sum of \$1,500,000.00 and interest from and including October 10, 2017 until October 9, 2018 at the

rate of 18% per annum, and thereafter, interest at 30% per annum, calculated monthly, not in advance, both before and after default, maturity and judgment.

12. As of June 5, 2019, the sum of \$842,720 was advanced by the Mortgagee to the Mortgagor.
13. By the Third Mortgage, the Mortgagor covenanted to pay the principal and interest to the Mortgagee on the said sum at the said rate on the days and times and in the manner mentioned in the Third Mortgage, with all interest not so paid to become part of the principal amount secured by the Third Mortgage and bear interest at the rate aforesaid. The Third Mortgage matured on November 9, 2018.
14. By the Third Mortgage, it is provided that on default of payment of the principal or interest, or any monies thereby secured, the whole principal shall, at the option of the Mortgagee, become payable, which option is hereby exercised.
15. By the First Mortgage, the Second Mortgage, and the Third Mortgage (collectively, the "Mortgages") the Mortgagor covenanted with the Mortgagee to pay all liens, taxes, rates, charges or encumbrances on the said lands which may fall due or be unpaid, and also to insure the building on the said land against damage by fire, in default of all or any of which the Mortgagee should have the right to do the same, and add to the Mortgage all costs and expenses incurred by the Mortgagee in that regard and in respect of all proceedings taken to realize the monies secured by the Mortgages.
16. By the Mortgages, the Mortgagor covenanted with the Mortgagee that on default of payment of the principal or interest or any monies thereby secured, to pay to the Mortgagee the full costs of solicitors, as between solicitor and client retained by the Mortgagee to remedy such default or enforce the Mortgages.
17. By the Mortgages, the Defendant covenanted with the Plaintiff that in the event of any default of the terms of the Mortgages, that the Plaintiff would be entitled to appoint a Receiver of Rents or Receiver and Manager of the Lands.
18. In addition to the Mortgages, the Defendant granted to the Plaintiff additional security, including:
 - a) Assignments of Leases;
 - b) Assignments of Rents;
 - c) General Security Agreements;
 - d) Assignments of Project Agreements; and
 - e) related authorizations, orders, and directions in furtherance of the foregoing;

(collectively, with the Mortgages, the "Security").
19. By the Security, the Defendant covenanted with the Plaintiff that in the event of default of any of the terms of the Security, the Plaintiff would be entitled to appoint a receiver and manager of any or all of the Lands and property of the Defendant.

20. Default has been made under the Security, including non-payment under the Mortgages.
21. On March 9, 2018 demand was made for the repayment of all amounts outstanding pursuant to the Mortgages, however that demand has not been satisfied.
22. There is due and owing to the Plaintiff pursuant to the Mortgages, the sum of \$8,361,944 as of June 5, 2019. Interest continues to accrue on that amount and costs continue to be incurred by the Mortgagee, all of which are claimed and secured under the Security, including all costs on a solicitor and its own client, full indemnity basis.
23. The Plaintiff pleads and relies upon Section 58 of the *Land Titles Act*, R.S.A. 2000 c. L-4 and amendments thereto, [^] the *Law of Property Act*, R.S.A. 2000 c. L-7 and amendments thereto, the *Bankruptcy and Insolvency Act*, RSC 1985 c B-3 and amendments thereto, and the *Judicature Act*, RSA 2000 c J-2, and amendments thereto.

Remedy sought:

24. The Plaintiff proposes that this action be tried at the Court House, in the City of Calgary, in the Province of Alberta. The trial of this action will be less than 25 days.
25. A Declaration as to the amount owing under the Mortgages with interest according to the said terms of the Mortgages and in default of payment, sale or foreclosure, and possession of the Lands.
26. Judgment against the Defendant in the amount found to be owing under the Mortgages together with interest according to the terms of the Mortgages or alternatively, pursuant to the *Judgment Interest Act*, R.S.A. 2002, c. J-1.
27. An Order validating service of this Amended Statement of Claim.
28. A declaration that the Security is valid and enforceable as against the Defendant and the Defendant's Lands and property.
29. A declaration that the Defendant is in default of its obligations to the Plaintiff under the Security.
30. An Order for Possession.
31. An Order for interim preservation of the Lands in the event it becomes vacant and apparently abandoned.
32. An Order for the Appointment of a Receiver or Receiver and Manager.
33. Solicitor and client costs of this action.
34. Such other relief as the nature of the case may require and to this Honourable Court deems just.

NOTICE TO THE DEFENDANT(S)

You only have a short time to do something to defend yourself against this claim:

20 days if you are served in Alberta

1 month if you are served outside Alberta but in Canada

2 months if you are served outside Canada.

You can respond by filing a statement of defence or a demand for notice in the office of the clerk of the Court of Queen's Bench at Calgary, Alberta, AND serving your statement of defence or a demand for notice on the plaintiff's address for service.

WARNING

If you do not file and serve a statement of defence or a demand for notice within your time period, you risk losing the law suit automatically. If you do not file, or do not serve, or are late in doing either of these things, a court may give a judgment to the plaintiff against you.

THIS IS **EXHIBIT "F"** REFERERED TO
IN THE AFFIDAVIT OF

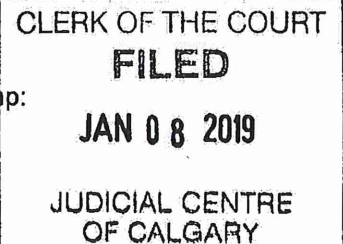
BAHADUR (BOB) GAIDHAR

AFFIRMED BEFORE ME THIS 23RD DAY OF NOVEMBER, 2020.



A COMMISSIONER FOR OATHS IN
AND FOR THE PROVINCE OF ALBERTA

TANYA ROSE FERNANDEZ
Commissioner for Oaths in and for
the Province of Alberta
Commission Expires April 20, 2021



Clerk's Stamp:

COURT FILE NUMBER

1901- 00264

COURT

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE

CALGARY

PLAINTIFF

HILLSBORO VENTURES INC.

DEFENDANTS

BAHADUR GAIDHAR also known as BOB
GAIDHAR, YASMIN GAIDHAR, AND CEANA
DEVELOPMENT WESTWINDS INC.

DOCUMENT

STATEMENT OF CLAIM

ADDRESS FOR SERVICE AND CONTACT
INFORMATION OF PARTY FILING THIS
DOCUMENT

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

Attention: Derek Pontin / John Regush
Ph. (403) 268-6301 / 7086 Fx. (403) 268-3100
File No.: 559316-3

NOTICE TO DEFENDANTS

You are being sued. You are a defendant.

Go to the end of this document to see what you can do and when you must do it.

Statement of facts relied on:

Parties

1. The Plaintiff, Hillsboro Ventures Inc. ("**Hillsboro**" or the "**Plaintiff**"), is a corporation registered pursuant to the laws of Alberta and has offices in the Calgary, Alberta.
2. The Defendant, Ceana Development Westwinds Inc. ("**Westwinds**"), is a corporation incorporated pursuant to the laws of Alberta and carrying on business and having offices in Calgary, Alberta.
3. The Defendant, Bahadur Gaidhar also known as Bob Gaidhar ("**Bahadur**") is an individual ordinarily resident in Calgary, Alberta.

4. The Defendant, Yasmin Gaidhar ("**Yasmin**", collectively with Westwinds and Bahadur the "**Defendants**" and each a "**Defendant**"), is an individual ordinarily resident in Calgary, Alberta.

The Sunridge Loans and Mortgages

5. On the application of Ceana Development Sunridge Inc. ("**Sunridge**") the Plaintiff agreed to extend to Sunridge three mortgage loan facilities:

- (a) a Formal Loan Commitment dated January 2, 2017 providing for a loan with maximum principal of \$3,000,000 at a rate of 18% per annum ("**Facility 1**");
- (b) an Additional Loan Commitment dated July 5, 2017 providing for a loan with maximum principal of \$2,000,000 at a rate of 18% per annum ("**Facility 2**");
- (c) an Additional Loan Commitment dated October 9, 2017 providing for a loan with maximum principal of \$1,500,000 with interest thereon of 18% per annum for twelve months and 30% per annum for the thirteenth month and thereafter ("**Facility 3**");

(collectively, the "**Loan Agreements**").

6. To secure the due payment and discharge of all present and future indebtedness and liability of Sunridge to the Plaintiff for the Loan Agreements, Sunridge executed three Mortgages in favour of the Plaintiff.
7. Facility 1 is secured with a mortgage dated January 6, 2017 in principal amount \$3,000,000 accruing interest at a rate of 18% per annum ("**Mortgage 1**") charged against the lands legally described as:

Plan 9811891

Block 8

Lot 1

Excepting Thereout All Mines And Minerals

(the "**Lands**");

8. Facility 2 is secured with a mortgage dated July 28, 2017 in principal amount \$2,000,000 accruing interest at a rate of 18% per annum ("**Mortgage 2**") charged against the Lands; and
9. Facility 3 is secured with a mortgage dated November 1, 2017 in principal amount \$1,500,000 accruing interest at a rate of 18% per annum from October 10, 2017 to October 8, 2018 and thereafter 30% per annum ("**Mortgage 3**", collectively with Mortgage 1 and Mortgage 2, the "**Mortgages**") charged against the Lands.

The Guarantees

10. To secure the due payment and discharge of all present and future indebtedness and liability of Sunridge to the Plaintiff, Bahadur, Yasmin, and Westwinds (collectively, the **"Guarantors"** and each a **"Guarantor"**) executed the following guarantees in favour of the Plaintiff:
 - (a) on or about March 1, 2017, Bahadur guaranteed the payment, on demand, of the present and future obligations of Sunridge to the Plaintiff under Mortgage 1 (the **"First Bahadur Guarantee"**);
 - (b) on or about July 28, 2017, Bahadur guaranteed the payment, on demand, of the present and future obligations of Sunridge to the Plaintiff under Mortgage 2 (the **"Second Bahadur Guarantee"**);
 - (c) on or about November 1, 2017, Bahadur guaranteed the payment, on demand, of the present and future obligations of Sunridge to the Plaintiff under Mortgage 3 (the **"Third Bahadur Guarantee"**), collectively with the First Bahadur Guarantee and Second Bahadur Guarantee, the **"Bahadur Guarantees"**);
 - (d) on or about November 1, 2017, Yasmin guaranteed the payment, on demand, of the present and future obligations of Sunridge to the Plaintiff under Mortgage 1 (the **"Yasmin Guarantee"**); and
 - (e) on or about June 6, 2018 the Defendant, Westwind, guaranteed the payment, on demand, of all present and future debts and liabilities of Sunridge to the Plaintiff with interest thereon at a rate of 18% (the **"Westwind Guarantee"**, collectively with the Bahadur Guarantees and Yasmin Guarantee, the **"Guarantees"** and each a **"Guarantee"**).
11. It is a term of each of the Guarantees that:
 - (a) the Guarantor guarantees repayment of all charges, expenses, and costs, including legal fees on a solicitor client full indemnity basis, of the Plaintiff incurred in association with realizing on the Guarantees or security;
 - (b) the Guarantee shall be governed by the law of the Province of Alberta; and
 - (c) any action or proceeding arising out of the Guarantee may be instituted in the Province of Alberta.

The Security

12. To secure their obligations to the Plaintiff, Bahadur and Yasmin jointly provided the Plaintiff with:

- (a) a Mortgage dated November 1, 2017 (the "**Gaidhar Mortgage 1**") charging the property legally described as:

Plan 01127110

Lot 1

Excepting Thereout All Mines and Minerals

(the "**Gaidhar Lands**").

securing repayment of amounts owing under the First Bahadur Guarantee up to the principal sum of \$3,000,000 plus interest and all costs, charges and expenses, including legal fees and disbursements as between a solicitor and his own client on a full indemnity basis as set out in the Gaidhar Mortgage 1; and

- (b) a Mortgage dated November 1, 2017 charging the Gaidhar Lands ("**Gaidhar Mortgage 2**", together with the Gaidhar Mortgage 1, the "**Gaidhar Mortgages**") securing repayment of amounts owing under the Third Bahadur Guarantee and Yasmin Guarantee up to the principal sum of \$1,500,000 plus interest and all costs, charges and expenses, including legal fees and disbursements as between a solicitor and his own client on a full indemnity basis as set out in the Gaidhar Mortgage 2.

13. To secure its obligations to the Plaintiff, Westwinds provided the Plaintiff with a Mortgage dated June 6, 2018 (the "**Westwinds Mortgage**") charging the property legally described as:

Plan 951298

Block 3

Lot 8

Excepting Thereout All Mines and Minerals.

(the "**Westwinds Lands**")

securing repayment of amounts owing under the Westwinds Guarantee up to the principal sum of \$8,500,000.00 plus interest and all costs, charges and expenses, including legal fees and disbursements as between a solicitor and his own client on a full indemnity basis as set out in the Westwinds Mortgage.

14. Pursuant to various agreements with the Plaintiff, each of the Guarantors have assigned and postponed to the Plaintiff all indebtedness owing to each of them by Sunridge and all related

security (collectively, the "**Assignments and Postponements**", collectively with the Gaidhar Mortgages and Westwinds Mortgage, the "**Security**").

Default and Demands

15. On or about early 2018, Sunridge was in default of its agreements with the Plaintiff, including but not limited to by failing to make required payments of interest and principal (the "**Event of Default**").
16. On or about May 16th, 2018, the Plaintiff entered into an agreement with Sunridge and the Defendants to forbear upon the exercise of its rights and remedies, subject to Sunridge and the Defendants satisfying certain conditions, which agreement has been amended and extended from time to time (the "**Forbearance Agreement**").
17. Pursuant to the terms of the Forbearance Agreement, the Defendants have, among other things:
 - (a) agreed to the validity and enforceability of the Loan Agreement, the Mortgages, the Guarantees, and the Security; and
 - (b) agreed they are each indebted to the Plaintiff pursuant to the terms of these documents and the Forbearance Agreement.
18. Sunridge and the Defendants have failed to satisfy the conditions of the Forbearance Agreement and additionally the Forbearance Agreement has expired through the effluxion of time. As such, the terms of the Forbearance Agreement are presently enforceable.
19. On or about November 26, 2018 the Plaintiff issued demands for payment to the Defendants in respect of their liabilities under their respective Guarantees and issued a Notice of Intention to Enforce a Security on Westwinds.
20. The Defendants have failed or refused, and continue to fail or refuse, to pay, in whole or in part, their liabilities to the Plaintiff, which are fully due, owing and payable.

Indebtedness Owing

21. There is due and owing to the Plaintiff as of January, 2019:
 - (a) by Bahadur:
 - (i) \$3,757,427 plus all plus all accruing interest and all outstanding and accruing interest, fees, and expenses pursuant to the First Bahadur Guarantee;

- (ii) \$2,477,775 plus all plus all accruing interest and all outstanding and accruing interest, fees, and expenses pursuant to the Second Bahadur Guarantee; and
- (iii) \$1,763,602 plus all plus all accruing interest and all outstanding and accruing interest, fees, and expenses pursuant to the Third Bahadur Guarantee; and
- (b) by Yasmin \$3,757,427 plus all plus all accruing interest and all outstanding and accruing interest, fees, and expenses pursuant to the Yasmin Guarantee; and
- (c) by Westwinds \$7,998,804 plus all plus all accruing interest and all outstanding and accruing interest, fees, and expenses pursuant to the Westwinds Guarantee.

Foreclosure

- 22. Under the Gaidhar Mortgages, Bahadur and Yasmin covenanted to pay the principal sum, interest, charges, and fees owing to the Plaintiff.
- 23. Under the Gaidhar Mortgages it is provided that if default is made in any of the covenants or agreements, expressed or implied, the whole of the money secured by each of the Gaidhar Mortgages shall at the option of the Plaintiff become due and payable. The Plaintiff has exercised and hereby exercises that option.
- 24. The Plaintiff says that the default herein of Bahadur and Yasmin has not been due to causes beyond Bahadur and Yasmin's control and that having regard to the amount outstanding on the Gaidhar Mortgages and the value of the Plaintiff's security, the period of redemption in the judgment in this action should be shortened to one day.
- 25. Under the Westwinds Mortgage, Westwinds covenanted to pay the principal sum, interest, charge, and fees owing to the Plaintiff.
- 26. Under the Westwinds Mortgage it is provided that if default is made in any of the covenants or agreements, expressed or implied, the whole of the money secured by the Gaidhar Mortgage shall at the option of the Plaintiff become due and payable. The Plaintiff has exercised and hereby exercises that option.
- 27. The Plaintiff says that the default herein of Westwinds has not been due to causes beyond Westwinds' control and that having regard to the amount outstanding on the Westwinds Mortgage and the value of the Plaintiff's security, the period of redemption in the judgment in this action should be shortened to one day.

Service

28. The Guarantees and Security at issue were created in connection with the acquisition and operation of lands located in Alberta.
29. Westwinds is an Alberta company with registered offices and operations in Alberta.
30. Bahadur and Yasmin are individuals ordinarily resident in Alberta.
31. The Gaidhar Lands and Westwinds Lands are located in Alberta.
32. The Guarantees and Security were breached in Alberta.
33. The Plaintiff asserts a real and substantial connection of this claim to Alberta. The Plaintiff relies on these facts, and such others as may be proven, as grounds for service of this Statement of Claim on any Defendants not presently residing in Alberta.

Remedy sought:

34. The Plaintiff respectfully seeks:
 - (a) a declaration that the Guarantees and Security held by the Plaintiff are valid and enforceable against the Defendants;
 - (b) a declaration that Bahadur, Yasmin, and Westwinds are in default of their obligations to the Plaintiff under their respective Guarantees;
 - (c) judgment against each of the Guarantors for the maximum amounts under their respective Guarantees, plus interest thereon as set forth in the Guarantees or, in the alternative, as set forth in the *Judgment Interest Act*, RSA 2000, c J-1, as amended;
 - (d) a declaration as to the amounts owing under the Gaidhar Mortgages and Westwinds Mortgage with interest according to the terms of the Gaidhar Lands and Westwinds Lands and, in default of payment, sale or foreclosure and possession of the Gaidhar Lands and Westwinds Lands;
 - (e) an order for possession of the Gaidhar Lands and Westwinds Lands;
 - (f) an order for appointment of a receiver or receiver and manager over the Gaidhar Lands and Westwinds Lands;
 - (g) an order granting a period of redemption of one day or such other period as this Honourable Court may direct with respect to the Gaidhar Lands and Westwinds Lands;

- (h) an order allowing the Plaintiff or its duly authorized agent to be at liberty to enter the Gaidhar Lands and Westwinds Lands for the purposes of doing any and all things necessary to preserve the property, and for an order that the Plaintiff shall not be considered a mortgagee in possession or trespasser;
- (i) costs of this action on a solicitor and own client full indemnity basis or such other basis as this Honourable Court may deem just and appropriate in the circumstances;
- (j) waiver of the requirement for the parties to engage in a dispute resolution process as contemplated by Rule 4.16 of the *Alberta Rules of Court*, Alta Reg 124/2010; and
- (k) such further and other relief as this Honourable Court may deem just.

NOTICE TO THE DEFENDANT(S)

You only have a short time to do something to defend yourself against this claim:

20 days if you are served in Alberta

1 month if you are served outside Alberta but in Canada

2 months if you are served outside Canada

You can respond by filing a statement of defence or a demand for notice in the office of the clerk of the Court of Queen's Bench at Calgary, Alberta, AND serving your statement of defence or a demand for notice on the plaintiff's address for service.

WARNING

If you do not file and serve a statement of defence or a demand for notice within your time period, you risk losing the law suit automatically. If you do not file, or do not serve, or are late in doing either of these things, a court may give a judgment to the plaintiff(s) against you.

THIS IS **EXHIBIT "G"** REFERERED TO
IN THE AFFIDAVIT OF

BAHADUR (BOB) GAIDHAR

AFFIRMED BEFORE ME THIS 23RD DAY OF NOVEMBER, 2020.



A COMMISSIONER FOR OATHS IN
AND FOR THE PROVINCE OF ALBERTA

TANYA ROSE FERNANDEZ
Commissioner for Oaths in and for
the Province of Alberta
Commission Expires April 20, 2021

Statement of Lien

Insert name and address of
lienholder (if claimant is the
assignee of the original
lienholder, state the fact(s))

Lienholder ALPHA STEEL BUILDERS INC.
Address 9390 ENTERPRISE WAY SE.
CALGARY AB. T3S 0A1

Specify owner of estate or
interest upon which lien is
claimed and describe his / her
estate or interest

claims a Lien under the Builders' Lien Act in the fee simple estate OR (specify if
some other type of estate or interest applies) _____
Name CEANA DEVELOPMENT SUNRIDGIE INC.
Address 101, 3115-12 ST NE
CALGARY AB. T2E 7J2

Insert legal description of land
on which work or materials
were supplied

in the following land: PLAN 9811891
BLOCK 8, LOT 1

Insert short description of the
work or materials supplied

The Lien is claimed in respect of the following work or materials:
SUPPLY, FABRICATION & ERECTION OF
STEEL STRUCTURE

Insert name and address of
person for whom the work or
materials were supplied

which work or materials were or are to be provided for:
Name of Person or Corporation CEANA DEVELOPMENT SUNRIDGIE INC.
Address 101, 3115-12 ST NE.
CALGARY AB. T2E 7J2

If applicable, check this box

☐ This lien is in respect of an improvement to an oil or gas well, or to an oil or
gas well site, for which the lien may be registered in the Land Titles Office not
later than 90 days from the last day that the work was completed or the
materials were last furnished.

Check one box only

☐ a) The work was completed or the materials were last furnished:
on WORK IN PROGRESS
month / day / year
- OR -
☒ b) The work is not yet completed or all the materials have not yet been
furnished.

Insert amount of money being
claimed (minimum claim is
\$300)

The sum claimed as due or to become due is \$ 207,479.31

Insert address for service
(Address must be in Alberta)

The address for service of the Lienholder in the Province of Alberta is
9390 ENTERPRISE WAY SE.
CALGARY AB.
T3S 0A1

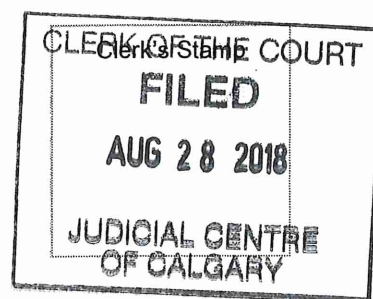
Dated on

12/07/2018
day / month / year

Signature of Lienholder or Agent

at

CALGARY, Alberta.



COURT FILE NUMBER 1801- 12233
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY
PLAINTIFF CEANA DEVELOPMENT SUNRIDGE INC.
DEFENDANT ALPHA STEEL BUILDERS INC.
DOCUMENT STATEMENT OF CLAIM

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT LOW, GLENN & CARD LLP
Attention: Thomas F Glenn
100, 2886 Sunridge Way NE
Calgary, Alberta T1Y 7H9
Phone: 403.291.2532 / Fax: 403.291.2534
File No.:03 9756 015 / Call Box: 10

NOTICE TO DEFENDANT:

You are being sued. You are a defendant.

Go to the end of this document to see what you can do and when you must do it.

Note: State below only facts and not evidence (Rule 13.6)

Statement of facts relied on:

1. The Plaintiff and the Defendant are both bodies corporate registered in the Province of Alberta and each carrying on business with an office at Calgary.
2. The Plaintiff is a building owner and specifically the owner of a commercial building in Northeast Calgary known as Sunridge Commercial Building.
3. The Defendant is a supplier of structural steel including components for building construction by the Plaintiff.
4. On or about the 3rd day of August 2017 at Calgary, Alberta, the Plaintiff and the Defendant entered into the terms of an agreement by which the Defendant agreed to sell to the Plaintiff, steel and steel structural components to be incorporated into the Sunridge Commercial Building.
5. Including Change Orders, the total contract between the parties is \$959,600.

6. The Plaintiff has paid against the contract the sum of \$868,226.15 or 90% of the contract price.
7. The Defendant has supplied only 30% of the steel and steel components against the contract, in the amount of \$283,910.40.
8. The Defendant has refused and neglected and continues to refuse and neglect to supply the steel and steel structural components as agreed, notwithstanding that the Plaintiff has paid for and overpaid for such steel and steel structural components.
9. Overpayment by the Plaintiff is \$402,315.75.
10. In spite of repeated demands, the Defendant has refused and neglected to complete the contract, and such refusal and neglect constitutes breach of the contract.
11. The breach by the Defendant has resulted in delay in construction and completion of the building and will continue to result in delay in the construction and completion of the Sunridge Commercial Building project. Delay by the Defendant has and will result in additional interest paid by the Plaintiff on its financing, additional labour costs, higher prices for replacement steel and steel structural components and other damages as may be proven at Trial.
12. As a result of the Defendant's breach of contract, the Plaintiff has experienced damages including:
 - a) Overpayment of \$402,315.75;
 - b) Costs associated with the delay in the amount of \$500,000, including additional labour, unpaid rent on the building and other costs to be proven at Trial;
 - c) Legal and other costs estimated at \$150,000;
 - d) Interest of \$200,000; and
 - e) Other costs and damages as may be proven at Trial.
13. The Plaintiff states that the steel and steel structural components are readily available and are sitting at the Defendant's yard in Calgary.
14. The Defendant has not supplied certain components which the Defendant agreed to provide, the absence of which components has resulted in a dangerous building situation on two of the buildings and will cause delay in occupation which will further cause damages in tort.
15. The Defendant has refused and neglected and continues to refuse and neglect to honor the terms of the contract, which breach has resulted in the dangerous situation addressed above.

16. The Plaintiff states that the Trial of this action will not be more than 21 days.

Remedy sought:

17. Wherefore the Plaintiff claims against the Defendant:

- a) Judgment in the sum of \$402,315.75 for overpayment;
- b) Judgment in the sum of \$850,000 for other damages arising from breach as may be proven at Trial;
- c) Judgment for damages in tort arising as may be proven at Trial;
- d) Other costs associated with the delay as may be proven at Trial;
- e) Judgment for interest in the sum of \$200,000 or in such other amount as may be proven at Trial;
- f) An Order for attachment of goods paid for by the Plaintiff which the Defendant refuses to supply;
- g) Costs on solicitor to his own client basis (indemnity);
- h) Such further and other relief as this Honourable Court shall deem just.

NOTICE TO THE DEFENDANT:

You only have a short time to do something to defend yourself against this claim:

20 days if you are served in Alberta

1 month if you are served outside Alberta but in Canada

2 months if you are served outside Canada.

You can respond by filing a statement of defence or a demand for notice in the office of the clerk of the Court of Queen's Bench at Calgary, Alberta, AND serving your Statement of Defence or a demand for notice on the Plaintiff's address for service.

WARNING

If you do not file and serve a statement of defence or a demand for notice within your time period, you risk losing the law suit automatically. If you do not file, or do not serve, or are late in doing either of these things, a court may give a judgment to the Plaintiff against you.

THIS IS **EXHIBIT "H"** REFERERED TO
IN THE AFFIDAVIT OF

BAHADUR (BOB) GAIDHAR

AFFIRMED BEFORE ME THIS 23RD DAY OF NOVEMBER, 2020.



A COMMISSIONER FOR OATHS IN
AND FOR THE PROVINCE OF ALBERTA

TANYA ROSE FERNANDEZ
Commissioner for Oaths in and for
the Province of Alberta
Commission Expires April 20, 2021

Lienholder	Calgary Landscaper Ltd
Address	38048 Country Hills RPO Calgary Ab T3K 5G9

claims a Lien under the Builders' Lien Act in the fee simple estate OR (specify if some other type of estate or interest applies) _____

Name	Ceana Development Sunridge INC.
Address	101, 3115 12 ST NE Calgary Ab T2E 7J2

In the following land:
Plan 9811891
Block 8
Lot 1

The Lien is claimed in respect of the following work or materials:
Excavation and grading done with a Bobcat
General site pre grading work done

which work or materials were or are to be provided for:

Name of Person or Corporation:	Ceana Developments Sunridge INC.
Address	101, 3115 - 12 ST NE Calgary Ab T2E 7J2

☐ This lien is in respect of an improvement to an oil or gas well, or to an oil or gas well site, for which the lien may be registered in the Land Titles Office not later than 90 days from the last day that the work was completed or the materials were last furnished.

☒ a) The work was completed or the materials were last furnished:

on June 4, 2018

- OR -

☐ b) The work is not yet completed or all the materials have not yet been furnished.

The sum claimed as due or to become due is \$ 15,880

The address for service of the Lienholder in the Province of Alberta is

38048 Country Hills RPO
Calgary Ab T3K 5G9

this 13 day of July, 2018

at Calgary, Alberta.

Ben Roper
(Signature of Lienholder or Agent)

Government
of Alberta
Land Titles

Affidavit Verifying Claim by L

I, Bernhard Penner,
of Calgary
named in the above (or annexed) statement make oath and say that the said claim is
true.

Sworn before me at Calgary, Alberta

on the 13 day of July, 2018.

(Signature of Applicant)

(Print or Stamp Name of Commissioner)

(Expiry Date of
or Off

- OR -

Government
of Alberta
Land Titles

FORM B

Affidavit Verifying Claim by Other Than Lienholder

I, Bernhard Penner,
of Calgary, Alberta
make oath and say:

1. That I am the agent (or assignee) of

Calgary Landscaper Ltd.

named in the above (or annexed) statement and have full knowledge of the facts set forth in
the above (or annexed) statement.

- OR -

I am informed by _____

and believe that the facts are as set forth in the above (or annexed) statement.

2. That the said claim is true (or when deponent has been informed, that I believe
that the said claim is true).

Sworn before me at Calgary, Alberta

on the 13 day of July, 2018.

(Signature of Applicant)

Tracey Nicholls

Assistant Deputy Registrar

(Print or Stamp Name of Commissioner)

(Expiry Date of Commission
or Office)

This information is being collected for the purposes of land titles records in accordance with the Builders' Lien Act and the Land Titles Act. Questions about the collection of this information can be directed to the Freedom of Information and Protection of Privacy Coordinator for Alberta Registries, Research and Program Support, Box 3140, Edmonton, Alberta T5J 2G7, (780) 427-2742.


161149831 REGISTERED 2018 07 13
BUIL - BUILDER'S LIEN
DOC 3 OF 3 DR# : 6466400 ADR/TNICHOLL
LINC/S: 0027536360



THIS IS **EXHIBIT "I"** REFERERED TO
IN THE AFFIDAVIT OF

BAHADUR (BOB) GAIDHAR

AFFIRMED BEFORE ME THIS 23RD DAY OF NOVEMBER, 2020.



A COMMISSIONER FOR OATHS IN
AND FOR THE PROVINCE OF ALBERTA

TANYA ROSE FERNANDEZ
Commissioner for Oaths in and for
the Province of Alberta
Commission Expires April 20, 2021

**Form 1
(Section 34)**

STATEMENT OF LIEN

COLD FROG PLUMBING & HEATING INC. of #220, 925 - 26 Street NE, Calgary, AB, T2A 6K8, claims a lien under the *Builders' Lien Act* upon the fee simple estate of Ceana Development Sunridge Inc. of 101, 3115 - 12 Street NE, Calgary, Alberta, T2E 7J2 in the following land:

LEGAL DESCRIPTION

TITLE NUMBER

Plan 9811891
Block 8
Lot 1
Excepting thereout all mines and minerals
Area: 1.398 Hectares (3.45 Acres) More or Less

161 114 536

The lien is claimed in respect of the following work or materials, that is to say: the supply of labour and material, as well as excavation, for the installation of under slab piping and trunk lines on the lands.

Which work was or is to be done for or which materials were or are to be furnished for FAST TRACK COMMERCIAL INC. of #100, 1223 - 31st Avenue NE, Calgary, AB, T2E 7W1.

The work is not yet completed or the materials have not yet all been furnished.

The sum claimed as due and owing and to become due and owing to COLD FROG PLUMBING & HEATING INC. by FAST TRACK COMMERCIAL INC. is \$62,580.67.

The address for service of the said lienholder hereunder is:

✓ McLennan Ross LLP
Legal Counsel
#1000 First Canadian Centre
350 - 7th Avenue SW
Calgary, AB T2P 3N9
Attention: James P. Flanagan

Dated at the City of Calgary, in the Province of Alberta, this 23rd day of May, 2018.

MCLENNAN ROSS LLP

Per: 

James P. Flanagan
As Agent and Solicitor for COLD FROG
PLUMBING & HEATING INC.

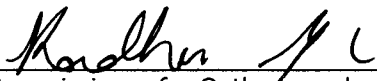
AFFIDAVIT VERIFYING CLAIM OTHER THAN LIENHOLDER

Section 34(6) and (7)

I, James P. Flanagan, of the City of Calgary, Alberta, Barrister & Solicitor, MAKE OATH AND SAY:

1. THAT I am an Agent and solicitor for COLD FROG PLUMBING & HEATING INC. named in the annexed statement and that I am informed by Errin Tinkler, Controller of COLD FROG PLUMBING & HEATING INC., and do verily believe, that the facts are as set forth in the annexed statement.
2. THAT I believe that the said claim is true.

SWORN BEFORE ME at Calgary,
in the Province of Alberta
this 23rd day of May, 2018


A Commissioner for Oaths in and
for the Province of Alberta

RADHA SINGH

My Commission Expires March 14, 2020
- 4132-9787-7012 v.1

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)
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James P. Flanagan

COURT FILE NO. 1801- 16475

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

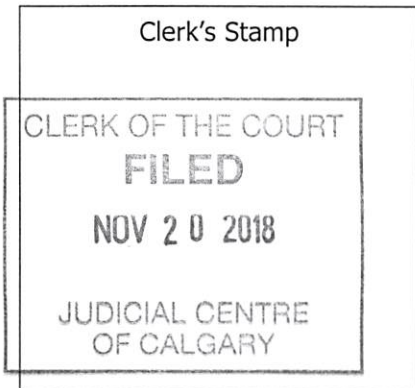
PLAINTIFF COLD FROG PLUMBING & HEATING INC.

DEFENDANTS FAST TRACK COMMERCIAL INC. and CEANA DEVELOPMENT SUNRIDGE INC.

DOCUMENT **STATEMENT OF CLAIM**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
McLENNAN ROSS LLP
#1900 Eau Claire Tower
600 – 3rd Avenue SW
Calgary, AB T2P 0G5

Lawyer: James P. Flanagan
Telephone: (403) 303-9102
Fax: (403) 303-1659
Email: jflanagan@mross.com
File No.: 182463



NOTICE TO DEFENDANTS

You are being sued. You are a Defendant.

Go to the end of this document to see what you can do and when you must do it.

Note: State below only facts and not evidence (Rule 13.6).

Statement of facts relied on:

1. The Plaintiff, Cold Frog Plumbing & Heating Inc. ("Cold Frog") is an Alberta corporation registered to carry on business in the Province of Alberta.
2. The Defendant, Fast Track Commercial Inc. ("Fast Track"), is an Alberta corporation registered to carry on business in the Province of Alberta.
3. The Defendant, Ceana Development Sunridge Inc. ("Ceana") is an Alberta corporation registered to carry on business in the Province of Alberta.
4. Ceana retained Fast Track as the general contractor for the construction of the Ceana Sunridge Project (as defined below).
5. Fast Track retained Cold Frog to provide the labour, equipment and materials for the excavation and site preparation for the installation of under slab piping and trunk lines and other plumbing

services to be installed on site at the construction project located at 2255 32nd Street NE, Calgary, Alberta (the "Ceana Sunridge Project"). The Ceana Sunridge Project is owned by Ceana.

6. Cold Frog performed its work under its contract with Fast Track for the Ceana Sunridge Project until May 7, 2018. Cold Frog has not been paid by Fast Track for the work performed by Cold Frog for Fast Track for the Ceana Sunridge Project. The amount owing to Cold Frog by Fast Track, as at May 7, 2018, not including interest, for the work performed at the Ceana Sunridge Project was \$62,580.67.
7. Ceana is the registered owner of the Ceana Sunridge Project, which is the property upon which construction occurred and where Cold Frog performed its work. The Ceana Sunridge Project is legally described as:

Plan 9811891
Block 8
Lot 1
Excepting thereout all mines and minerals
Area: 1.398 Hectares (3.45 Acres) More or Less
8. As a result of the work performed by Cold Frog to the Ceana Sunridge Project, the Ceana Sunridge Project has been improved.
9. As a result of the nonpayment of its invoices by Fast Track, Cold Frog registered a builders' lien against the Ceana Sunridge Project in the Land Titles Office on June 1, 2018, under instrument number 181 112 779 in the amount of \$62,580.67, plus interest and costs (the "Lien").
10. Cold Frog states that it has a valid Lien against the Ceana Sunridge Project lands and that the major lien fund or minor lien fund, or both, as the case may be, is greater than the amount of the Lien.

Remedy sought:

11. Judgment against Fast Track in the amount of \$62,580.67 as at May 7, 2018 plus pre-judgment interest accruing from May 7, 2018.
12. A declaration that Cold Frog has a valid Lien against the Ceana Sunridge Project in the amount of \$62,580.67 plus pre-judgment interest from May 7, 2018.
13. A Certificate of Lis Pendens against the Ceana Sunridge Project lands.
14. An Order setting the major lien fund or minor lien fund, or both, as the case may be and a declaration of the entitlement of Cold Frog in the major lien fund or minor lien fund, or both, as the case may be.
15. An Order that in the event that Fast Track fails to pay Cold Frog the amount owing or if Ceana fails to pay Cold Frog its declared entitlement to the lien fund, that the Ceana Sunridge Project lands be sold and the proceeds distributed according to the *Builders' Lien Act*.
16. Such further and other relief as this Court may award.

NOTICE TO THE DEFENDANT

You only have a short time to do something to defend yourself against this claim:

20 days if you are served in Alberta;

1 month if you are served outside Alberta but in Canada; or

2 months if you are served outside Canada.

You can respond by filing a Statement of Defence or a Demand for Notice in the office of the clerk of the Court of Queen's Bench at Calgary, Alberta, AND serving your Statement of Defence or a Demand for Notice on the Plaintiff's address for service.

WARNING

If you do not file and serve a Statement of Defence or a Demand for Notice within your time period, you risk losing the law suit automatically. If you do not file, or do not serve, or are late in doing either of these things, a Court may give a judgment to the Plaintiff against you.

00182463 - 4162-5379-9448 v.1

THIS IS **EXHIBIT "J"** REFERERED TO
IN THE AFFIDAVIT OF

BAHADUR (BOB) GAIDHAR

AFFIRMED BEFORE ME THIS 23RD DAY OF NOVEMBER, 2020.



A COMMISSIONER FOR OATHS IN
AND FOR THE PROVINCE OF ALBERTA

TANYA ROSE FERNANDEZ
Commissioner for Oaths in and for
the Province of Alberta
Commission Expires April 20, 2021

Statement of Lien

Insert name and address of
lienholder (if claimant is the
assignee of the original
lienholder, state the fact(s))

Lienholder Demon Water Hauling Ltd
Address 11333 84 ST SE, Calgary AB
T3C 4T4

Specify owner of estate or
interest upon which lien is
claimed and describe his / her
estate or interest

claims a Lien under the Builders' Lien Act in the fee simple estate OR (specify if
some other type of estate or interest applies) _____
Name Conna Development Sunrise Inc
Address 101, 3115 - 12 ST NE, Calgary AB
T2E 7J2

Insert legal description of land
on which work or materials
were supplied

in the following land:
9811891; 8; 1

Insert short description of the
work or materials supplied

The Lien is claimed in respect of the following work or materials:
Excavation and Site preparation for plumbing and
Electrical Services and Contractor work.

Insert name and address of
person for whom the work or
materials were supplied

which work or materials were or are to be provided for:
Name of Person or Corporation East Track Commercial Inc
Address 1223 31 Ave NE Calgary AB
T2E 7W1

If applicable, check this box

☐ This lien is in respect of an improvement to an oil or gas well, or to an oil or
gas well site, for which the lien may be registered in the Land Titles Office not
later than 90 days from the last day that the work was completed or the
materials were last furnished.

Check one box only

☐ a) The work was completed or the materials were last furnished:
on December 18, 2017
month / day / year
- OR -
☐ b) The work is not yet completed or all the materials have not yet been
furnished.

Insert amount of money being
claimed (minimum claim is
\$300)

The sum claimed as due or to become due is \$ 24,316.91

Insert address for service
(Address must be in Alberta)

The address for service of the Lienholder in the Province of Alberta is
11333 84 ST SE
Calgary AB
T3C 4T4

Dated on 29 January / 2018
day / month / year

Signature of Lienholder or Agent

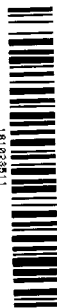
at Calgary, Alberta.



Affidavit Verifying Claim by Lien

F

181023511 REGISTERED 2018 01 29
BUIL - BUILDER'S LIEN
DOC 1 OF 1 DR#: 5558130 ADR/CDELEON
LINC/S: 0027536350



Insert name in full and occupation

Insert full address, including postal code

I, _____,
of _____
named in the above (or annexed) statement make oath and say that the said
true.

Sworn before me at _____, Alberta

on _____
day / month / year

Signature of Applicant

Commissioner for Oaths in and for Alberta

Print Name

Expiry Date of Co

- OR -



FORM B

Affidavit Verifying Claim by Other Than Lienholder

Insert name in full and occupation

Insert full address, including postal code

I, Jennifer Singer, Partner
of Calgary, Alberta
make oath and say:

1. That I am the agent (or assignee) of Demon Water Hauling Ltd named in the above (or annexed) statement and have full knowledge of the facts set forth in the above (or annexed) statement.

- OR -

Specify source of information

I am informed by _____
and believe that the facts are as set forth in the above (or annexed) statement.

2. That the said claim is true (or when deponent has been informed, that I believe that the said claim is true).

Sworn before me at Calgary, Alberta

on 29/01/2018
day / month / year

Signature of Applicant

Assistant Deputy Registrar
Section 9, Land Titles Act

Christine deLeon
Commissioner for Oaths in and for Alberta

Print Name

Expiry Date of Commission

This information is being collected for the purposes of land titles records in accordance with the Builders' Lien Act and the Land Titles Act. Questions about the collection of this information can be directed to the Freedom of Information and Protection of Privacy Coordinator for Alberta Registries, Research and Program Support, Box 3140, Edmonton, Alberta T5J 2G7, (780) 427-2742.

THIS IS **EXHIBIT "K"** REFERERED TO
IN THE AFFIDAVIT OF

BAHADUR (BOB) GAIDHAR

AFFIRMED BEFORE ME THIS 23RD DAY OF NOVEMBER, 2020.



A COMMISSIONER FOR OATHS IN
AND FOR THE PROVINCE OF ALBERTA

TANYA ROSE FERNANDEZ
Commissioner for Oaths in and for
the Province of Alberta
Commission Expires April 20, 2021

**Form 1
(Section 34)**

STATEMENT OF LIEN

EMCO CORPORATION of Bay C, 4415 72 Avenue SE, Calgary, AB, T2C 2G5, claims a lien under the *Builders' Lien Act* upon the fee simple estate of Ceana Development Sunridge Inc. of 101, 3115 - 12 Street NE, Calgary, Alberta, T2E 7J2 in the following land:

LEGAL DESCRIPTION

Plan 9811891
Block 8
Lot 1
Excepting thereout all mines and minerals
Area: 1.398 Hectares (3.45 Acres) More or Less

TITLE NUMBER

161 114 536

The lien is claimed in respect of the following work or materials, that is to say: the supply of underground PVC pipe, sewer and drain pipes, fittings valves and other materials for servicing the lands.

Which work was or is to be done for or which materials were or are to be furnished for KASON EXCAVATION INC. of 97068 Harvest Hills RPO, Calgary, AB T3K 0P2.

The work was completed or the materials were last furnished on the 1st day of December, 2017.

The sum claimed as due and owing and to become due and owing to EMCO CORPORATION by KASON EXCAVATION INC. is \$145,783.62.

The address for service of the said lienholder hereunder is:

McLennan Ross LLP
Legal Counsel
#1000 First Canadian Centre
350 - 7th Avenue SW
Calgary, AB T2P 3N9
Attention: James P. Flanagan

Dated at the City of Calgary, in the Province of Alberta, this 3rd day of January, 2018.

MCLENNAN ROSS LLP

Per: 

James P. Flanagan
As Agent and Solicitor for EMCO
CORPORATION

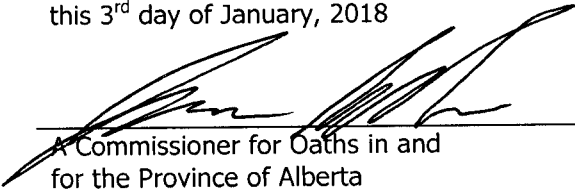
AFFIDAVIT VERIFYING CLAIM OTHER THAN LIENHOLDER

Section 34(6) and (7)

I, James P. Flanagan, of the City of Calgary, Alberta, Barrister & Solicitor, MAKE OATH AND SAY:

1. THAT I am an Agent and solicitor for EMCO CORPORATION named in the annexed statement and that I am informed by Max Ansell, Credit Manager of EMCO CORPORATION, and do verily believe, that the facts are as set forth in the annexed statement.
2. THAT I believe that the said claim is true.

SWORN BEFORE ME at Calgary,
in the Province of Alberta
this 3rd day of January, 2018


A Commissioner for Oaths in and
for the Province of Alberta

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James P. Flanagan

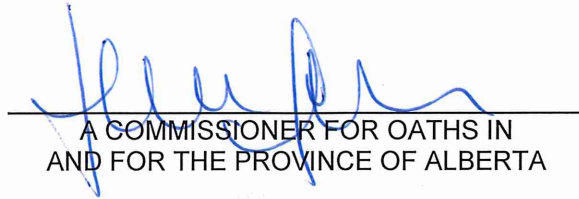
00260677 - 4145-8236-2127 v.1

JESSICA MARIE MICHIELSEN
MY COMMISSION EXPIRES MAY 13, 2018

THIS IS **EXHIBIT "L"** REFERERED TO
IN THE AFFIDAVIT OF

BAHADUR (BOB) GAIDHAR

AFFIRMED BEFORE ME THIS 23RD DAY OF NOVEMBER, 2020.



A COMMISSIONER FOR OATHS IN
AND FOR THE PROVINCE OF ALBERTA

TANYA ROSE FERNANDEZ
Commissioner for Oaths in and for
the Province of Alberta
Commission Expires April 20, 2021

Statement of Lien

Insert name and address of
lienholder (if claimant is the
assignee of the original
lienholder, state the fact(s))

Lienholder Essential Quality Electrical Services
Address 245 Mountain Park Dr. Calgary, Alberta
Canada T2Z 2L2

Specify owner of estate or
interest upon which lien is
claimed and describe his / her
estate or interest

claims a Lien under the Builders' Lien Act in the fee simple estate OR (specify if
some other type of estate or interest applies)
Name Ceana Developments
Address Unit 1013115 12th Street North East, Calgary
Alberta T2E 7J2

Insert legal description of land
on which work or materials
were supplied

in the following land: 981891; 8; 7

Insert short description of the
work or materials supplied

The Lien is claimed in respect of the following work or materials:
Electrical Contracting

Insert name and address of
person for whom the work or
materials were supplied

which work or materials were or are to be provided for:
Name of Person or Corporation Fast track Commercial
Address Unit 100 - 1233 31st Ave NE
Calgary, Alberta

If applicable, check this box

☐ This lien is in respect of an improvement to an oil or gas well, or to an oil or
gas well site, for which the lien may be registered in the Land Titles Office not
later than 90 days from the last day that the work was completed or the
materials were last furnished.

Check one box only

☐ a) The work was completed or the materials were last furnished:
on _____
month / day / year
- OR -
☒ b) The work is not yet completed or all the materials have not yet been
furnished.

Insert amount of money being
claimed (minimum claim is
\$300)

The sum claimed as due or to become due is \$ 42,704.47

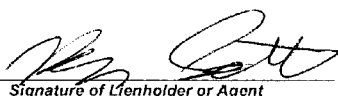
Insert address for service
(Address must be in Alberta)

The address for service of the Lienholder in the Province of Alberta is
245 Mountain Park Dr. SE
Calgary, Alberta, T2Z 2L2

Dated on

August 3rd / 2018
day / month / year

Signature of Lienholder or Agent



at

Calgary, Alberta.



Affidavit Verifying Claim by

Insert name in full and occupation
Insert full address, including postal code

I, Brian Scott, Director
of Essential Quality Electricals
named in the above (or annexed) statement make oath and say that it
true.

181162378 REGISTERED 2018 08 03
BUIL - BUILDER'S LIEN
DOC 1 OF 1 DR# : 5637564 ADR/SHOLITZ
LINC/S: 0027536350



Sworn before me at _____, Alberta

on _____ day / month / year _____ Signature of Applicant

Commissioner for Oaths in and for Alberta

Print Name

Expiry Date

- OR -



FORM B

Affidavit Verifying Claim by Other Than Lienholder

Insert name in full and occupation
Insert full address, including postal code

I, Brian Scott, Director
of 245 Mountain Park dr. SE T2Z 2L2, Alberta
make oath and say:

1. That I am the agent (or assignee) of Essential Quality Electrical Sources named in the above (or annexed) statement and have full knowledge of the facts set forth in the above (or annexed) statement.

- OR -

Specify source of information

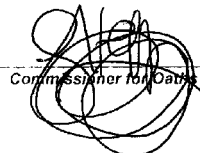
I am informed by _____
and believe that the facts are as set forth in the above (or annexed) statement.

2. That the said claim is true (or when deponent has been informed, that I believe that the said claim is true).

Sworn before me at Calgary, Alberta

on 03/08/2018
day / month / year

[Signature]
Signature of Applicant



Commissioner for Oaths in and for Alberta

Sherri Holtz
Assistant Deputy Registrar
Section 9, Land Titles Act

Expiry Date of Commission

This information is being collected for the purposes of land titles records in accordance with the Builders' Lien Act and the Land Titles Act. Questions about the collection of this information can be directed to the Freedom of Information and Protection of Privacy Coordinator for Alberta Registries, Research and Program Support, Box 3140, Edmonton, Alberta T5J 2G7, (780) 427-2742.

THIS IS **EXHIBIT "M"** REFERERED TO
IN THE AFFIDAVIT OF

BAHADUR (BOB) GAIDHAR

AFFIRMED BEFORE ME THIS 23RD DAY OF NOVEMBER, 2020.


A COMMISSIONER FOR OATHS IN
AND FOR THE PROVINCE OF ALBERTA

TANYA ROSE FERNANDEZ
Commissioner for Oaths in and for
the Province of Alberta
Commission Expires April 20, 2021

Lienholder Quantity Surveying Services International Ltd.

Address 2 Douglasview Road SE
Calgary Alberta Canada
T2Z 2S9

claims a Lien under the Builders' Lien Act in the fee simple estate OR (specify if some other type of estate or interest applies) _____

Name _____

Address _____

In the following land:
Plan 9811891, Block 8, Lot 1

2255 32 Street NE
Calgary, Alberta

The Lien is claimed in respect of the following work or materials:
Quantity surveying services, including but not limited to preparation and creation of materials

which work or materials were or are to be provided for:

Name of Person or Corporation: Ceana Development Sunridge Inc.

Address 101, 3115 12 Street NE
Calgary, Alberta
T2E 7J2

☐

This lien is in respect of an improvement to an oil or gas well, or to an oil or gas well site, for which the lien may be registered in the Land Titles Office not later than 90 days from the last day that the work was completed or the materials were last furnished.

☒

a) The work was completed or the materials were last furnished:

on June 17, 2019 _____

- OR -

☐

b) The work is not yet completed or all the materials have not yet been furnished.

The sum claimed as due or to become due is \$ 54,209.59 _____

The address for service of the Lienholder in the Province of Alberta is
Williamson Law
416-11 Avenue SW
Calgary, Alberta
T2R 1J8

this 17 day of July, 2019

at Calgary, Alberta.

(Signature of Lienholder or Agent)

CHAD WILLIAMSON
Barrister & Solicitor

I, _____,
of _____, Alberta
named in the above (or annexed) statement make oath and say that the said claim is
true.

Sworn before me at _____, Alberta

on the _____ day of _____,

(Signature of Applicant)

Commissioner for Oaths in and for Alberta

(Print or Stamp Name of Commissioner)

(Expiry Date of Commission
or Office)

- OR -

I, Chad Williamson, Barrister & Solicitor,
of Calgary, Alberta
make oath and say:

1. That I am the agent (or assignee) of

named in the above (or annexed) statement and have full knowledge of the facts set forth in
the above (or annexed) statement.

- OR -

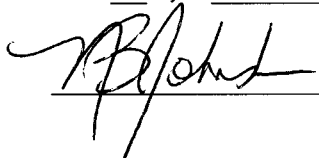
I am informed by Quantity Surveying Services International Ltd.

and believe that the facts are as set forth in the above (or annexed) statement.

2. That the said claim is true (or when deponent has been informed, that I believe
that the said claim is true).

Sworn before me at Calgary, Alberta

on the 17 day of July, 2019



(Print or Stamp Name of Commissioner)

(Signature of Applicant)

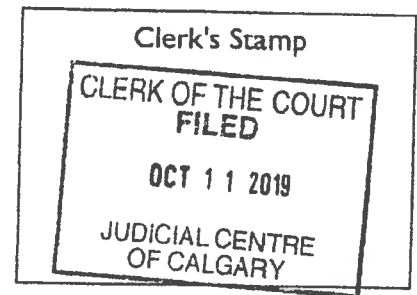
CHAD WILLIAMSON
Barrister & Solicitor

NANCY BELLE JOHNSTON

Commissioner for Oaths
In and For Alberta
My Commission Expires Nov. 15, 2020

This information is being collected for the purposes of land titles records in accordance with the Builders' Lien Act and the Land Titles Act. Questions about the collection of this information can be directed to the Freedom of Information and Protection of Privacy Coordinator for Alberta Registries, Research and Program Support, Box 3140, Edmonton, Alberta T5J 2G7, (780) 427-2742.

COURT FILE NUMBER: 1901-13734
COURT: COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE: CALGARY
PLAINTIFF: QUANTITY SURVEYING SERVICES INTERNATIONAL LTD.
DEFENDANTS: CEANA DEVELOPMENT SUNRIDGE INC. and CEANA DEVELOPMENT INC.
DOCUMENT: **STATEMENT OF CLAIM**
ADDRESS FOR SERVICE AND CONTACT: Chad Williamson
INFORMATION OF PARTY: Williamson Law
FILING THIS DOCUMENT: 416-602 11 Avenue SW
Calgary, Alberta | T2R 1J8
Phone & Fax: 587-355-3321
FILE NO.: 00651C-CW

**NOTICE TO DEFENDANT**

You are being sued. You are a defendant.

Go to the end of this document to see what you can do and when you must do it.

Statement of facts relied on:

1. The Plaintiff, Quantity Surveying Services International Ltd. (hereinafter "QSSI"), is a corporation incorporated pursuant to the laws of the Province of Alberta, and is in the business of project quantity surveying.
2. The Defendant, Ceana Development Sunridge Inc., is a corporation incorporated pursuant to the laws of the Province of Alberta.
3. The Defendant, Ceana Development Inc., is a corporation or an entity, the status of which is presently unknown to the Plaintiff.

4. Hereinafter, the word "Ceana" will refer to and may be equally substituted with the phrase "the Defendant, Ceana Development Sunridge Inc., and/or the Defendant, Ceana Development Inc."
5. In or about October 2018, Ceana engaged QSSI to conduct project monitoring services, a value of work in place assessment, an initial budgetary review, contractual assistant, loan monitoring, and other services, particulars of which will be proven at trial of this action, for the construction phase of the Sunridge Development at or near 2255 32 Street NE in the City of Calgary in the Province of Alberta, legally described as: Plan 9811891, Block 8, Lot 1, Excepting Thereout All Mines and Minerals (LINC 0027 536 350, Short Legal 9811891:8:1) (the "Development").
6. On or about October 31, 2018, QSSI provided Ceana with a quotation and proposal (the "Quote") for quantity surveying services and a copy of the draft agreement. Ceana and QSSI entered into an agreement (the "Agreement") for the provision of quantity surveying services (the "Work") by QSSI to Ceana with respect to the Development.
7. It was a term of the Agreement, express or implied, that QSSI would invoice Ceana for the Work pursuant to the Agreement and/or as requested.
8. It was a further term of the Agreement, express or implied, that Ceana would pay QSSI within the payment terms specified upon the invoices sent and/or as otherwise agreed including interest at a rate of 3% compounded monthly from the date of invoice on late payments.
9. QSSI performed all Work as required pursuant to the Agreement and/or as requested and issued invoices to Ceana including but not limited to the following:

Invoice No.	Invoice Amount	Date Issued	Date Due	Amount Outstanding
INV1811-1	\$10,874.33	November 19, 2018	December 19, 2018	\$10,874.33
INV1901-8	\$9,977.63	February 1, 2019	March 3, 2019	\$9,977.63
INV1902-6	\$10,466.40	March 1, 2019	March 31, 2019	\$10,466.40

INV1903-3	\$2,138.85	March 31, 2019	April 30, 2019	\$2,138.85
INV1904-8	\$16,383.26	May 2, 2019	June 1, 2019	\$16,383.26
INV1905-2	\$2,561.86	May 31, 2019	June 30, 2019	\$2,561.86
INV1906-5	\$1,807.27	June 30, 2019	July 30, 2019	\$1,807.27
INV1909-9	\$5,143.55	September 30, 2019	October 30, 2019	\$5,143.55

10. Despite invoicing Ceaná accordingly and demanding payment, in breach of any duty of care owed and/or statutory, common law and contractual obligations, Ceaná has failed, refused, or neglected to pay QSSI for all of the Work done. The amount of \$59,353.24 remains as a just debt due and owing to QSSI.
11. At all material times, Ceaná owed QSSI a duty of care as well as an obligation pursuant to statute, contract and otherwise, to pay QSSI for the Work done together with interest payable. Ceaná failed to meet the standard of care for that duty which resulted in damages to QSSI.
12. Further and in the alternative, the Work done in accordance with the Agreement represents a benefit or enrichment to Ceaná and a corresponding deprivation to QSSI for which QSSI remains unpaid without juristic reason, and QSSI claims restitution or quantum meruit in the amount of \$59,323.24.
13. Pursuant to the *Builders' Lien Act*, RSA 2000, c B-7, QSSI caused a Builders' Lien in the amount of \$54,209.00 (Instrument Number 191 146 059) to be registered with the Land Titles Office (the "Lien") against the Development.
14. QSSI pleads and relies upon the provision of the *Builders' Lien Act*, RSA 2000, c B-7, as amended and other legislation as Counsel may advise and this Honourable Court may permit.
15. QSSI claims additional damages as a result of breaches of contract by Ceaná, particulars of which will be proved at trial of this action.
16. QSSI states that trial of this action will take less than 25 days.
17. QSSI proposes that this action be heard at the Calgary Court Centre.

Remedy sought:

18. QSSI claims against the Defendants of the within action jointly and severally:
 - (a) Judgment, or in the alternative, an award of damages, in the amount of \$59,353.24 plus all applicable interest, at a rate to be proven at trial of this

- action, on unpaid amounts for the Work done on the Development, for breach of contract, and/or for unjust enrichment;
- (b) A Judgment, Declaration, or Order that the Plaintiff is entitled to a valid and subsisting charge under the *Builders' Lien Act* upon the Development;
 - (c) An Order that, in default of payment of the Plaintiff's claim together with such interest as is allowed and the costs of this action, the Development be sold pursuant to the *Builders' Lien Act* and the proceeds thereof be applied in the Plaintiff's claim as aforesaid or other claims against the Development in order of their priority;
 - (d) In the alternative, an Order, in default of payment of the Plaintiff's claim together with such interest as is allowed and costs of this action, any money paid into court whatsoever by the Defendants, or either of them, be paid to the Plaintiff in satisfaction of the Plaintiff's claim as aforesaid;
 - (e) In the alternative, a Judgment, Declaration, or Order that the Plaintiff is entitled to compensation on a quantum meruit basis for the services provided to the Defendants and for the Development;
 - (f) Interest pursuant to the Agreement, or in the alternative, the *Judgment Interest Act*, R.S.A 2000, c. J-1, as amended;
 - (g) Any and all Goods and Services Tax payable on all judgment amounts, including costs, pursuant to the *Excise Tax Act*, R.S.C. 1985, c.E-15, as amended;
 - (h) Costs and this Action;
 - (i) Such further and other such damages resulting from breach of contract that will be proved at the trial of this action; and
 - (j) Such further and other relief as this Honourable Court may deem just and

appropriate having regard to all the circumstances.

NOTICE TO THE DEFENDANT

You only have a short time to do something to defend yourself against this claim:

- 20 days if you are served in Alberta
- 1 month if you are served outside Alberta but in Canada
- 2 months if you are served outside Canada.

You can respond by filing a statement of defence or a demand for notice in the office of the clerk of the Court of Queen's Bench at 601 - 5 Street SW, Calgary, Alberta, AND serving your statement of defence or a demand for notice on the plaintiff's address for service.

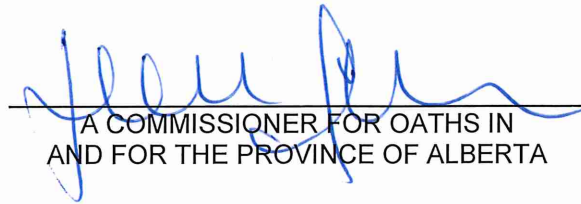
WARNING

If you do not file and serve a statement of defence or a demand for notice within your time period, you risk losing the law suit automatically. If you do not file, or do not serve, or are late in doing either of these things, a court may give a judgment to the plaintiff against you.

THIS IS **EXHIBIT "N"** REFERERED TO
IN THE AFFIDAVIT OF

BAHADUR (BOB) GAIDHAR

AFFIRMED BEFORE ME THIS 23RD DAY OF NOVEMBER, 2020.



A COMMISSIONER FOR OATHS IN
AND FOR THE PROVINCE OF ALBERTA

TANYA ROSE FERNANDEZ
Commissioner for Oaths in and for
the Province of Alberta
Commission Expires April 20, 2021

Statement of Lien

Lienholder: SUNBELT RENTALS OF CANADA INC.

Address: 209 PEMBINA RD
SHERWOOD PARK, AB, T8H 2W8

Claims a lien under the *Builders' Lien Act* in the fee simple estate of:

CEANA DEVELOPMENT SUNRIDGE INC.
OF 101, 3115 - 12 ST NE
CALGARY
ALBERTA T2E 7J2

In the following land:

PLAN 9811891
BLOCK 8
LOT 1
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 1.398 HECTARES (3.45 ACRES) MORE OR LESS

LINC 0027 536 350

The Lien is claimed in respect of the following work or materials:

SUPPLY OF EQUIPMENT: 45" MANLIFT – WITH TRANSPORT, FUEL CHARGES

Which work or materials were to be provided for:

Name: FAST TRACK COMMERCIAL INC.

Address: #100, 1223 - 31 AVENUE NE
CALGARY, AB, T2E 7W1

The work was completed or the materials last supplied on JUNE 14, 2018

The sum claimed as due or to become due is \$7,104.27 plus solicitor and client costs and interest at the rate of 18.00% per annum from the date of accrual.

The address for service of the Lienholder is:

SUNBELT RENTALS OF CANADA INC.
c/o Lien-Pro Inc.
17315B 108 Ave NW
Edmonton, AB, T5S 1G2

Dated at the City of Edmonton, in the Province of Alberta this 13 day of July 2018.

Per:



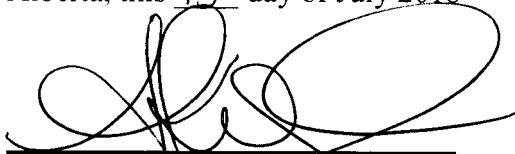
Ashley Noble of Lien-Pro Inc. – Authorized Agent of
Lienholder(C/S)

AFFIDAVIT VERIFYING CLAIM BY OTHER THAN LIENHOLDER

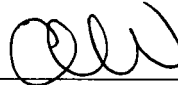
I, ASHLEY NOBLE, of Lien-Pro Inc., authorized agent of Lienholder in the City of Edmonton in the Province of Alberta, named in the above (or annexed) statement, make oath and say:

1. That I am informed by MARILYN OHMENZETTER, REGIONAL CREDIT MANAGER of SUNBELT RENTALS OF CANADA INC. named in the above (or annexed) statement and have full knowledge of the facts set forth in the above (or annexed) statement.
2. That I believe that the said claim is true.

SWORN BEFORE ME at the City of Edmonton, in the Province of Alberta, this 13 day of July 2018



A Commissioner for Oaths in and for the Province of Alberta



ASHLEY NOBLE of Lien-Pro Inc. –
Authorized Agent of Lienholder

ALYSIA KATHLEEN YOSHIKO LOHNER
A COMMISSIONER FOR OATHS IN AND
FOR THE PROVINCE OF ALBERTA
EXPIRY DATE JANUARY 4, 2020

STATEMENT OF LIEN

SUNBELT RENTALS OF CANADA INC. of 209 Pembina Road, Sherwood Park, AB T8H 2W8 claims a lien under the *Builders' Lien Act* in the fee simple estate or interest of:

Ceana Development Sunridge Inc.
of 101, 3115 – 12 Street NE
Calgary, Alberta T2E 7J2

in the following lands:

✓ PLAN 9811891
BLOCK 8
LOT 1
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 1.398 HECTARES (3.45 ACRES) MORE OR LESS

The Lien is claimed in respect of the following work or materials:

Supply of construction rental equipment to 2016 – 34 Avenue SW Calgary, Alberta and includes, but not limited to, 40' Manlift with Jib for effecting improvements on the lands.

Which work or materials were or are to be provided for:

1285434 Alberta Ltd. o/a Art of Drywall
108 Woodview Place SW
Calgary, AB T2W 2V3 ✓

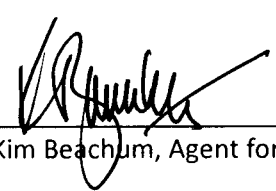
The work was completed or the materials were last furnished on November 1, 2018.

The sum claimed as due or to become due is \$10,881.45, plus interest and costs.

The address for service of the lienholder in the Province of Alberta is: Field LLP at 400, 444 – 7th Avenue SW, Calgary, Alberta T2P 0X8 Attention: D. Kim Beachum.

DATED at the City of Calgary in the)
Province of Alberta this 7th day of)
November, 2018.)

Per: _____

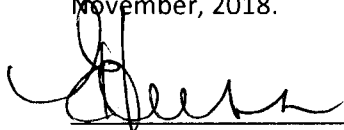
✓

D. Kim Beachum, Agent for the Lienholder

**AFFIDAVIT VERIFYING CLAIM BY OTHER THAN
LIENHOLDER**

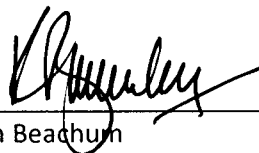
I, D. Kim Beachum, of the City of Calgary, in the Province of Alberta, make oath and say:

1. I am agent of SUNBELT RENTALS OF CANADA INC. I am informed by Marilyn Ohmenzetter, Credit Manager for Sunbelt Rentals of Canada Inc., and believe, that the facts are as set forth in the above (or annexed) statement.
2. I believe that the said claim is true.

SWORN BEFORE ME at the City of Calgary in)
the Province of Alberta this 7th day of)
November, 2018.)
)



A Commissioner for Oaths in and for Alberta



D. Kim Beachum

ELVINA HUSSEIN
A Commissioner for Oaths
in and for Alberta
My Commission Expires Aug. 17, 2021

FORM 10

[RULE 3.25]

CLERK OF THE COURT

FILED

NOV 16 2018

JUDICIAL CENTRE
OF CALGARY

Clerk's stamp:

COURT FILE NUMBER:

1801- 16371

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE:

CALGARY

PLAINTIFF:

SUNBELT RENTALS OF CANADA INC.

DEFENDANTS:

1285434 ALBERTA LTD. carrying on business as
ART OF DRYWALL and CEANA DEVELOPMENT
SUNRIDGE INC.

DOCUMENT:

STATEMENT OF CLAIM

ADDRESS FOR SERVICE AND CONTACT
INFORMATION OF PERSON FILING THIS
DOCUMENT:

Field LLP
Barristers and Solicitors
400, 444 – 7 Avenue SW
Calgary, AB T2P 1M7
Anthony Burden
D. Kim Beachum, APP
Ph: (403) 260-8520 Fax: (403) 264-7084
File No. 64948-21

NOTICE TO DEFENDANTS

You are being sued. You are a defendant.

Go to the end of this document to see what you can do and when you must do it.

Statement of facts relied on:

The Parties

1. The Plaintiff, Sunbelt Rentals of Canada Inc. ("Sunbelt"), is a corporation registered pursuant to the laws of the Province of Alberta, with an office in Calgary and elsewhere in Alberta and is in the business of renting construction and other equipment for the commercial, industrial and municipal industries throughout Canada.
2. The Defendant, 1285434 Alberta Ltd. carrying on business as Art of Drywall ("1285434"), is a corporation registered pursuant to the laws of the Province of Alberta, with an office in Calgary, Alberta and is in the business of drywall installation and repair.

3. At all material times, Ceana Development Sunridge Inc. ("Ceana") was the registered owner of lands municipally described as 2255 – 32 Street NE Calgary, Alberta and legally described as:

PLAN 9811891
BLOCK 8
LOT 1
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 1.398 HECTARES (3.45 ACRES) MORE OR LESS

(the "Lands").

The Agreement

4. In or around June, 2018, at the request of 1285434, Sunbelt agreed to supply rental equipment to 1285434 (the "Agreement") which included a 40' Manlift with jib and fuel for use on a project located on the Lands (the "Equipment").
5. It was an express or implied term of the Agreement that:
- (a) 1285434 would pay each invoice as it became due, in accordance with the terms of the Agreement;
 - (b) 1285434 would perform routine maintenance on the Equipment and bear all costs of repairs required on the rental equipment, other than ordinary wear and tear;
 - (c) Interest was charged on unpaid invoices at the rate of 18% per annum from the date each payment was due; and
 - (d) Such further and other particulars as will be proven at trial.
6. Sunbelt first delivered the Equipment to the Lands on or about June 12, 2018.
7. Sunbelt issued invoices to 1285434 for the Equipment as follows:

Invoice Date	Invoice No.	Invoice Amount
June 27, 2018	70651277-0002	\$1,524.36
July 25, 2018	70651277-0003	\$1,916.46
July 30, 2018	70842007-0001	\$163.99
August 13, 2018	70873819-0001	\$140.81
August 22, 2018	70651277-0004	\$1,916.46
August 24, 2018	70905428-0001	\$221.57
September 19, 2018	70651277-0005	\$1,916.46
October 17, 2018	70651277-0006	\$1,916.46

November 1, 2018	70651277-0007	\$1,164.88
	TOTAL:	\$10,881.45

8. To date, 1285434 has refused or neglected to pay any amount owed to Sunbelt for its supply of the Equipment. Sunbelt is owed a total of \$10,881.45 plus interest for the Equipment supplied to the Lands.

Builders' Lien

9. At all material times, Ceana was and is the "Owner" of the Lands, as defined in the *Builders' Lien Act*, and at whose request, express or implied, and on whose credit, on whose behalf, with whose privity and consent, or for whose direct benefit, the Equipment was supplied by Sunbelt.
10. To date, Sunbelt has not received payment from 1285434 for the Equipment supplied by or on behalf of Sunbelt.
11. The total cost of the Equipment supplied by or on behalf of Sunbelt and owed by 1285434 is an amount of at least \$10,881.45 plus interest and costs, or such further or other amount as may be established at trial.
12. By reason of supplying the Equipment, Sunbelt became entitled to a valid builders' lien upon the Lands in an amount of at least \$10,881.45 plus interest and costs.
13. As a result of 1285434's failure or refusal to pay the amount due and owing to Sunbelt, pursuant to the *Builders' Lien Act*, Sunbelt registered a builders' lien in the amount of \$10,881.45 which included accrued interest and costs against title to the Lands on November 13, 2018 as Instrument No. 181 244 655 (the "Lien")
14. The Equipment was supplied by Sunbelt on or in respect of an improvement to the Lands as defined by the *Builders' Lien Act*, and Sunbelt states that as a result of the Equipment supplied, the value of the Lands has increased by at least the amount of \$10,881.45 plus further interest and costs.
15. Sunbelt refers to section 69 of the *Builders' Lien Act* and states that it is entitled to costs on a solicitor and own client basis, as well as costs of the proceedings as a result of the failure of 1285434 to fulfill the terms of the Agreement with Sunbelt in respect of which the Lien is sought to be enforced.
16. Sunbelt pleads and relies upon the provisions of the *Builders' Lien Act*, R.S.A. 2000, c. B-7 as amended and the regulations thereunder.

Remedy sought:

17. Sunbelt hereby claims the following remedies:

- (a) Judgment, or in the alternative, damages, in the amount of \$10,881.45 in favour of Sunbelt against 1285434;
- (b) Interest at the rate of 18% per annum calculated from the date of invoice to the date of Judgment, or in the alternative, pursuant to the *Judgment Interest Act*, R.S.A. 2000, c. J-1;
- (c) Judgment, or in the alternative, damages in such further and other amounts as may be proven at the trial of this action;
- (d) A Judgment, Declaration or Order that Sunbelt is entitled to a valid and subsisting charge under the *Builders' Lien Act* upon the Lands in the sum of \$10,881.45 plus interest and costs;
- (e) In default of payment of Sunbelt's claim, a direction that the Lands be sold, pursuant to the provisions of the *Builders' Lien Act*, and that the proceeds therefrom be applied to payment of Sunbelt's claim as aforesaid or other claims against the Lands in order of their priority;
- (f) Costs of this action on a solicitor and own client basis pursuant to the Agreement and section 69 of the *Builders' Lien Act*, or in the alternative, on a party-party basis;
- (g) For the purposes aforesaid and for all of the purposes thereof, that all proper directions, inquires, and accounts be taken;
- (h) Such further and other relief as this Honourable Court deems appropriate.

NOTICE TO THE DEFENDANT(S):

You only have a short time to do something to defend yourself against this claim:

20 days if you are served in Alberta

1 month if you are served outside Alberta but in Canada

2 months if you are served outside Canada.

You can respond by filing a Statement of Defense or a Demand for Notice in the Office of the Clerk of the Court of Queen's Bench at Calgary, Alberta, AND serving your Statement of Defense or a Demand for Notice on the Plaintiff's (s') address for service.

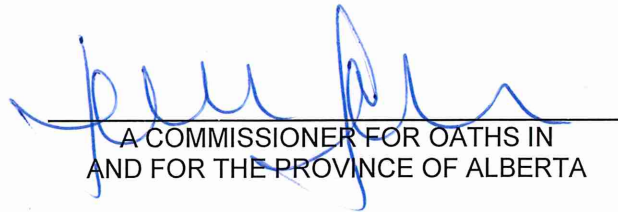
WARNING:

If you do not file and serve a Statement of Defense or a Demand for Notice within your time period, you risk losing the lawsuit automatically. If you do not file, or do not serve or are late in doing either of these things, a court may give a judgment to the Plaintiff(s) against you.

THIS IS **EXHIBIT "O"** REFERERED TO
IN THE AFFIDAVIT OF

BAHADUR (BOB) GAIDHAR

AFFIRMED BEFORE ME THIS 23RD DAY OF NOVEMBER, 2020.



A COMMISSIONER FOR OATHS IN
AND FOR THE PROVINCE OF ALBERTA

TANYA ROSE FERNANDEZ
Commissioner for Oaths in and for
the Province of Alberta
Commission Expires April 20, 2021

Lienholder Super Save Fence Rentals Inc.

Address
19395 Langley By-Pass
Surrey, B.C. V3S 6K1

claims a Lien under the Builders' Lien Act in the fee simple estate OR (specify if some other type of estate or interest applies) _____

Name Ceana Development Sunridge Inc.

Address
of 101, 3115 - 12 Street NE
Calgary, Alberta T2E 7J2

In the following land:

PLAN 9811891
BLOCK 8
LOT 1
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 1.398 HECTARES (3.45 ACRES) MORE OR LESS

The Lien is claimed in respect of the following work or materials:

Provision of fence rentals and service

which work or materials were or are to be provided for:

Name of Person or Corporation: Ceana Development Inc.

Address
207, 4850 Westwinds Dr. NE
Calgary, Alberta T3J 3Z5

☐ This lien is in respect of an improvement to an oil or gas well, or to an oil or gas well site, for which the lien may be registered in the Land Titles Office not later than 90 days from the last day that the work was completed or the materials were last furnished.

☐ a) The work was completed or the materials were last furnished:

on _____

- OR -

☒ b) The work is not yet completed or all the materials have not yet been furnished.


The sum claimed as due or to become due is \$ 7,085.90

The address for service of the Lienholder in the Province of Alberta is

Super Save Fence Rentals Inc.
c/o Moore Wittman Phillips
307, 1228 Kensington Rd. NW, Calgary, Alberta T2N 3P7

this 3 day of May, 2019

at Calgary, Alberta.


(Signature of Lienholder or Agent)
Christina Dao

I, _____,
of _____, Alberta
named in the above (or annexed) statement make oath and say that the said claim is
true.

Sworn before me at _____, Alberta

on the ____ day of _____, _____
(Signature of Applicant)

Commissioner for Oaths in and for Alberta

(Print or Stamp Name of Commissioner)

(Expiry Date of Commission
or Office)

- OR -

I, Christina Dao _____, Solicitor
of Calgary _____, Alberta
make oath and say:

1. ~~That I am the agent (or assignee) of~~

~~named in the above (or annexed) statement and have full knowledge of the facts set forth in
the above (or annexed) statement.~~


~~-OR-~~

I am informed by Courtney Lee _____
and believe that the facts are as set forth in the above (or annexed) statement.

2. That the said claim is true (or when deponent has been informed, that I believe
that the said claim is true).

Sworn before me at Calgary _____, Alberta

on the 3 day of May _____, 2019



(Signature of Applicant)

Christina Dao

Michaela Johnson _____
Commissioner for Oaths in and for Alberta

(Print or Stamp Name of Commissioner)

(Expiry Date of Commission
or Office)

Michaela Johnson
A Commissioner for Oaths
in and for Alberta

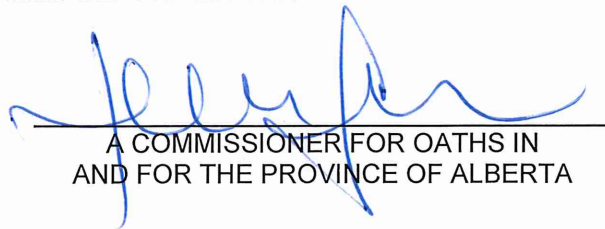
My Commission Expires
October 21, 2020

This information is being collected for the purposes of land titles records in accordance with the Builders' Lien Act and the Land
Titles Act. Questions about the collection of this information can be directed to the Freedom of Information and Protection of
Privacy Coordinator for Alberta Registries, Research and Program Support, Box 3140, Edmonton, Alberta T5J 2G7, (780) 427-
2742.

THIS IS **EXHIBIT "P"** REFERERED TO
IN THE AFFIDAVIT OF

BAHADUR (BOB) GAIDHAR

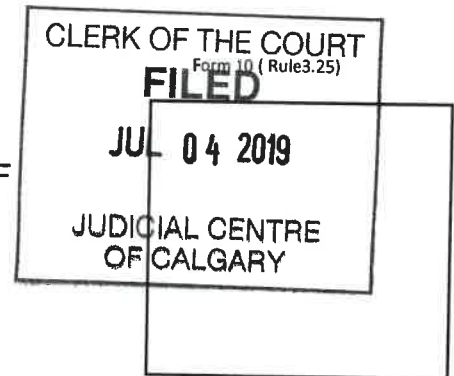
AFFIRMED BEFORE ME THIS 23RD DAY OF NOVEMBER, 2020.



A COMMISSIONER FOR OATHS IN
AND FOR THE PROVINCE OF ALBERTA

TANYA ROSE FERNANDEZ
Commissioner for Oaths in and for
the Province of Alberta
Commission Expires April 20, 2021

COURT FILE 1901-02294
NUMBER COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY
PLAINTIFF RAVINDER K. RAO
DEFENDANT CEANA DEVELOPMENT SUNRIDGE INC.,
CEANA DEVELOPMENT INC., ^ and
BOB GAIDHAR



DOCUMENT **AMENDED STATEMENT OF CLAIM**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
Shory Law
220, 4851 Westwinds Drive NE
Calgary, Alberta T3J 4L4
Attention: Charles C. Ibeh
Phone: (403) 216-1199
Fax: (403) 216-1198
Email: cibeh@shorylaw.com
AMENDED this 4 day of July 2019 Pursuant to Rule 3.62 dated the 4 day of July 2019

NOTICE TO THE DEFENDANT: You are being sued. You are a Defendant. Go to the end of this document to see what you can do and when you must do it

Statement of facts relied on:

1. The Plaintiff, Ravinder Rao ^ is an individual, ordinarily residing in the City of Calgary, in the Province of Alberta.
2. The Defendant, *Ceana Development Sunridge Inc.* ^ is a body corporate, ^ incorporated pursuant to the laws of the Province of Alberta. At all material times the defendant Bob Gaidhar was the sole shareholder, sole director, President, Secretary, and Treasurer of Ceana Development Sunridge Inc.
3. The Defendant, *Ceana Development Inc.* ^ is a body corporate, ^ incorporated pursuant to the laws of the Province of Alberta. At all material times the defendant Bob Gaidhar was the sole shareholder, sole director, President, Secretary, and Treasurer of Ceana Development Inc.

4. [^]₋
5. The Defendant, Bob Gaidhar [^] is an individual, ordinarily residing in the City of Calgary, in the Province of Alberta. At all material times, Bob Gaidhar was the controlling mind of Ceana Development Sunridge Inc. and Ceana Development Inc.
6. Further to paragraphs 2, 3, and 5, the Plaintiff says that Ceana Development Sunridge Inc. and Ceana Development Inc. [the Puppet Corporations] are puppets controlled exclusively by the defendant Bob Gaidhar and used interchangeably as his alter ego.

The Joint Venture Agreement

7. On or about January 3, 2017, the Plaintiff and Ceana Development Sunridge Inc. [Ceana] entered into a Joint Venture Agreement [the JVA] [^] pertaining to the development and eventual sale of lands municipally described as 2255 - 32nd Street N.E. Calgary, Alberta (the "Lands").
8. Pursuant to the JVA, the Plaintiff provided \$75,000 to Ceana in exchange for 75 Class C common shares in the corporation, and an undivided 75/4000 beneficial interest in the joint venture assets [^] which are held in trust by Ceana under and by virtue of the JVA.
9. [^] Pursuant to Clause 7.2 of the JVA, the Plaintiff was to receive 75 Class C common shares in Ceana. To date, the Plaintiff has not received the shares in Ceana as required by the Agreement.
10. Further salient terms of the JVA include:
 - (a) Ceana would appoint Ceana Development Inc., through its agent, Bob Gaidhar [^] as the manager of the Joint Venture, and he would be the sole

director of Ceana. Gaidhar would have the authority to make any all decisions regarding the management of the affairs of the Joint Venture;

- (b) Ceana would collect all deposits, sales, proceeds, income, rentals, receipts and revenues of the Joint Venture;
- (c) Time was of the essence; and,
- (d) Such further of the Agreement as will be proven at the trial of the Action.

11. The JVA imposed certain reporting requirements on Ceana, including:

- (a) Ceana would maintain all books and records pertaining to the Joint Venture ^ ;
- (b) Ceana would provide a budget of required capital requirements;
- (c) Ceana was required to produce yearly financial statements with a comparative analysis of the previous accounting year;
- (d) The Plaintiff was entitled to review all accounts, records, and other documents kept in connection with the Lands, the Joint Venture, and the corporate affairs of Ceana; and,
- (e) Such further reporting requirements as will be proven at the trial of this action.

12. ^

Breach of the Agreement

- 13. ^ The Plaintiff says that while he fulfilled his part of the JVA by paying the amount of \$75,000, Ceana and Bob Gaidhar breached the JVA by failing or refusing to issue 75 Class C common shares in the equity of Ceana Development Sunridge Inc. to the Plaintiff.
- 14. ^ The Plaintiff says that the breach of the JVA as stated in paragraph 13 above is an event that deprives the Plaintiff of substantially the whole benefit which it was

intended that he should obtain from the JVA, and which entitles the Plaintiff to repudiate the contract.

15. ^ The Plaintiff says that sometime about April 2017 he repudiated the JVA and demanded the return of his investment.
16. ^ The Plaintiff says that the defendants did return \$20,000 to him but have failed or neglected to return the balance of \$55,000 despite repeated promises to do so by defendant Bob Gaidhar.

Misrepresentation

17. ^ The Plaintiff says that he was induced and or deceived to sign the JVA by false misrepresentation, false marketing and advertising.
18. ^ The Plaintiff says that the defendant Bob Gaidhar made the misrepresentations knowing them to be false, or recklessly and without care as to their truth or falsity, and intending that the plaintiff act on the misrepresentations.
19. ^The Plaintiff did act on the false misrepresentations of Bob Gaidhar and suffered detriment.

Particulars of False Misrepresentation

20. The Plaintiff says that Bob Gaidhar made the following misrepresentations and misstatements to the Plaintiff which turned out to be false:
 - a. that the joint venturers owned lands and other assets held in trust for them by Ceana Development Sunridge Inc.;
 - b. that the Plaintiff would be allotted shares in Ceana Development Sunridge Inc. upon the payment of \$75,000.00;
 - c. that several other "joint venturers" had already invested in the "joint venture";

- d. that the joint venture was a profitable business and many of the investors are repeat investors who had benefitted from his earlier ventures;
- e. that the joint venture was already "fully" subscribed" and that he Bob Gaidhar, was doing his best to assist the Plaintiff to be part of it just in time;
- f. that the joint venture lands would be fully developed by end of June 2017, and that "time is of the essence";

Further more:

- g. The website of Ceana Development Sunridge Inc. advertised that: "this Project is fully sold out: Buildings should be ready by 30th June 2017".
- h. The Defendant Bob Gaidhar claimed to be developing ongoing projects in other parts of Calgary where many people have invested and "being handsomely rewarded".
- i. The Defendant Bob Gaidhar claimed that the had just acquired land from the City of Calgary located in the north of Calgary to start another project. He promised that those who invest in the subject "joint venture" would be given first opportunity to invest in that other project. Bob Gaidhar wrote and signed a notation into the JVA in ink that the Plaintiff would have first right to purchase investment in the Royal Oak project that will commence by mid 2017". The Plaintiff was deceived to believe that such "project" was in existence.
- j. Such other particulars as may be adduced at the trial.

21. The Plaintiff says that the JVA is vitiated by false misrepresentation and or deceit.

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Unconscionable bargain

22. In the alternative, the JVA, seen as a whole, diverges from community standards of commercial morality, resulting in injustice and unconscionable bargain, in that:
- a. The Plaintiff is unsophisticated in business and had no knowledge of the intricacies of the 'joint venture' described by the JVA. The defendant Bob Gaidhar on the other hand is a grand master in his game, and took advantage of the Plaintiff.
 - b. The JVA was a scheme the creation of the defendant Bob Gaidhar who, in relation to the Plaintiff, enjoyed unequal bargaining power, and or privileged knowledge.
 - c. The Plaintiff is the only joint venturer party to the JVA.
 - d. The defendant Ceana Development Sunridge Inc. is the beneficial owner of the joint venture lands.
 - e. The JVA says at Clause 3.4 that the "joint venture" is to be managed exclusively by Ceana Development Inc., another front for the defendant Bob Gaidhar who is the only shareholder, sole director and controlling mind of Ceana Development Inc., which effectively makes him the sole decision maker of the "joint venture".
 - f. Further to Cause 3.4 Clause 6.1 of the JVA gives absolute powers over the joint venture to Bob Gaidhar, by providing that:

The overall management and control of the Joint Venture, including all decisions on design, construction and sales, will vest in the Manager and its Director, BOB GAIDHAR and any decisions made by BOB GAIDHAR or documents signed by BOB GAIDHAR for and on behalf of the Joint Venture will be binding on and enforceable against the Joint Venture and each of the Joint Venturers. For greater clarity, all decisions regarding construction, sales, budgeting, all construction related work such as dealing with sub-trades, awarding various contracts, choosing products, choosing finishing products, dealing with purchasers, negotiating upgrades and costs with purchasers, leasing, sale and sale price of the individual units, the payment of commission to licensed real estate agents and distribution of capital will be made by BOB GAIDHAR. (capitalization in original.)

- g. The JVA at Clause 5.5 empowers the defendants to borrow money in the name of Ceana Development Sunridge Inc. as "bare trustee" for which the Plaintiff would be liable, without informing the Plaintiff. To accomplish this the JVA ascribes an irrevocable power of attorney to Ceana Development Sunridge Inc. enabling it to execute a *Borrower Beneficiary Authorization and Charge Agreement* on behalf of the Plaintiff.

- h. Clause 5.5 of the JVA further states that:

The power of attorney granted herein is coupled with an interest and is irrevocable and will survive the disability or legal incapacity of a Joint Venturer or the assignment by a Joint Venturer of the whole or any part of its interest in the Joint Venture Assets and extends to and is binding upon the heirs, executors, administrators and other legal representative and successors and assigns of such Joint Venturer and, if such Joint Venturer is a natural person, will survive the death or disability of such Joint Venturer until notice of such death or disability is given to the Corporation and may be exercised by the Corporation on behalf of each Joint Venturer in executing any agreement, instrument, deed or other document by listing all the Joint Venturers thereon and executing such agreement, instrument, deed or other document with a single signature as attorney and agent for all of them or by executing such agreement instrument, deed or other document on behalf of the Joint Venturer. Each Joint Venturer agrees to be bound by any representation or action made or taken by the Corporation pursuant to the power of attorney granted herein and hereby waives any and all defences which may be available to contest, negate or disaffirm the action of the Corporation taken in good faith under such power of attorney.

- i. The combined effect of (e) and (f) and (g) and (h) above is that the Defendant Bob Gaidhar, though not party to the JVA, exercises absolute powers and takes all decisions in relation to the "joint venture". As sole shareholder and sole director and controlling mind of the Puppet Corporations he is, for all practical purposes the "bare trustee" and the *manager* of the "joint venture". He alone makes the decision to borrow money for the "joint venture" and he alone executes the *Borrower Beneficiary Authorization and Charge Agreement* which makes the Plaintiff liable for any monies borrowed, though the Plaintiff is not informed or consulted.

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- j. In addition to the absolute powers granted to Bob Gaidhar, The JVA at Clause 6.3 says that a meeting of the "joint venturers" may only be called at his discretion.
 - k. In lieu of meetings, Clause 6.3 allows Bob Gaidhar to solicit "proxies" from each and every "joint venturer", enabling him to summon meetings in which he is the sole attendant and decision maker, voting on behalf of all the "joint venturers"
 - l. An accounting of the finances of the joint venture may only be made at the end of the joint venture.
 - m. The commencement date of the "project" is whenever the defendant Bob Gaidhar decided.
 - n. Upon the whole, the JVA is oppressive and allows the defendant Bob Gaidhar to take undue advantage of the Plaintiff. It constitutes the Defendant Bob Gaidhar, directly and through the *alter ego* of the Puppet Corporations, into a one-man puppet master; controlling the "joint venture" all by himself, but not being himself party to it; obtaining money from unsuspecting and separate joint venturers who do not know one another; granted power to raise debt and give security for which others are liable, empowered to take all decisions without the participation or knowledge of the "joint venturers". The JVA as a whole, is a shrewd scheme that offends commercial morality.
23. The Plaintiff says that he is entitled to rescind the JVA on the grounds of misrepresentation, or deceit, and unconscionability.

Remedy Sought:

24. Wherefore the Plaintiff claims against the Defendants:

- (a) Judgement in the amount of \$55,000 being money remaining unpaid by the defendants to the Plaintiff as agreed by the defendants following the Plaintiff's repudiation of the JVA.

Alternatively:

- (b) A declaration that the Plaintiff is entitled to repudiate the JVA for fundamental breach
- (c) Damages in the amount of \$55,000


In the further alternative:

- (d) A declaration that the JVA is vitiated by false misrepresentation and or deceit and or unconscionability
 - (e) Order rescinding the JVA
 - (f) Damages in the amount of \$55,000
-
- 25. Interest under the Judgment Interest Act
 - 26. Costs on a full indemnity basis, or as the Court may deem just
 - 27. An order to pierce the veil of incorporation of Ceana Development Sunridge Inc. so that the sole shareholder, sole director, manager, President, Secretary, and Treasurer *Bob Gaidhar* is jointly and severally responsible to satisfy any order made by the Court in this action.
 - 28. Such further and other relief as this Honorable Court deems just.

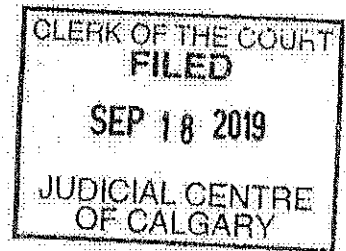
THIS IS **EXHIBIT "Q"** REFERERED TO
IN THE AFFIDAVIT OF

BAHADUR (BOB) GAIDHAR

AFFIRMED BEFORE ME THIS 23RD DAY OF NOVEMBER, 2020.


A COMMISSIONER FOR OATHS IN
AND FOR THE PROVINCE OF ALBERTA

TANYA ROSE FERNANDEZ
Commissioner for Oaths in and for
the Province of Alberta
Commission Expires April 20, 2021



COURT FILE NUMBER 1901- 13142
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY
PLAINTIFF(S) GHAZI-ZAUHER HISHAM ABDULLAH and JOHN DOE
DEFENDANT(S) BAHADUR GAIDHAR, CEANA DEVELOPMENT INC.,
CEANA DEVELOPMENT WESTWINDS INC., CEANA
DEVELOPMENT EVANSTONE INC., KAMELA DARWISH,
ESTELITA GARBINO and JANE DOE COMPANY
DOCUMENT STATEMENT OF CLAIM
ADDRESS FOR SERVICE Torres Law
AND CONTACT 300, 404 - 6 Ave SW Calgary Alberta T2P 0E9
INFORMATION OF PARTY T: 403.450.0089 F: 403.450.0090 E: fr@torreslaw.ca
FILING THIS DOCUMENT File no: 190044 Attn: Francisco Torres

NOTICE TO DEFENDANT(S)

You are being sued. You are a defendant.

Go to the end of this document to see what you can do and when you must do it.

Note: State below only facts and not evidence (Rule 13.6)

Statement of facts relied on:

Parties:

1. The Plaintiff Ghazi-Zauher Hisham Abdullah ("Abdullah") is an individual residing in the city of Calgary.
2. The Plaintiff John Doe is an individual residing in the city of Calgary, and is a nominee of the Plaintiff Abdullah.
3. Bahadur Gaidhar ("Gaidhar") is business-person residing in the city of Calgary, and at all material times was the principal of the Defendant corporations.
4. Ceana Development Inc. ("CDI") is incorporated in the Province of Alberta, with its sole director and shareholder being Mr. Gaidhar. CDI is in the business of commercial building development in and around the city of Calgary.
5. Ceana Development Westwinds Inc. ("CDWI") is incorporated in the Province of Alberta, with its sole director and shareholder being Mr. Gaidhar. CDWI is the operating company for the development of a commercial building in Calgary Alberta ("Westwinds Building").

6. Ceana Development Evanstone Inc. ("CDEI") is incorporated in the Province of Alberta, with its sole director and shareholder being Mr. Gaidhar. CDEI is the operating company for the development of a commercial building in Calgary Alberta ("Evanstone Building").
7. Kamela Darwish is an individual residing in the city of Calgary, and is an agent of the Defendants.
8. Estelita Garbino is an individual residing in the city of Calgary who operates a daycare business, and is an associate of the Defendants.
9. Jane Doe Company is incorporated in the Province of Alberta and operates as a daycare business.

Westwinds Project:

10. In and around December 2013, the Plaintiff Mr. Abdullah met with the Defendant Mr. Gaidhar and his associate Ms. Kamela Darwish to discuss Mr. Abdullah's investment into the Westwinds Building development project.
11. Mr. Gaidhar made the following representations to the Plaintiff about the Westwinds Project:
 - a. That Mr. Gaidhar, CDI, and CDWI had sufficient experience, resources and skills to complete the Westwinds Building project in a timely and profitable manner;
 - b. That Mr. Gaidhar, his businesses, or his nominee would fully manage the building project and be fully responsible for the development;
 - c. Each of the shares of CDWI cost \$25,000, and that such value was representative of the project's overall value, and that such interest would be registered accordingly;
 - d. That Mr. Abdullah's investment would be secured by Westwinds' property, and that such interest would be registered accordingly;
 - e. The project would start in February 2014 and be completed by May 2015, and that time is of the essence; and
 - f. The expected return to Abdullah would be in excess of 30% and payable immediately upon the Westwinds Project being constructed.
12. The Plaintiff Abdullah, having limited experience in building development projects, fully relied on Gaidhar's verbal representations and promises. There is no written agreement or any independent legal advice. In that regard, in January 2014 the Plaintiff Abdullah paid monies to Ms. Kamela Darwish (Gaidhar's associate) to be held in trust for transfer into Mr. Gaidhar's projects.
13. In January 2014, Mr. Abdullah directed Ms. Darwish to pay from his funds \$25,000 to Mr. Gaidhar and/or CDI to purchase one (1) share in the CDWI project. In February 2015, the purchased share certificate was issued in name of Plaintiff's nominee, namely Ms. Mariam Hisham Abdullah. In June 2016, the shares were transferred into the Plaintiff's name.

14. At all material times, the Defendants breached their representation that the Plaintiff's share would be reflected in the Alberta Corporate Registration of CDWI.
15. The Plaintiff states that the Defendants misrepresented the terms of the project.
16. Construction of the Westwinds Building was delayed to September 2015. The Westwinds building started leasing out commercial space soon after construction. The Plaintiff states that the Defendants have been grossly negligent or negligent in their management of the project, and are liable for all delays.
17. In breach of the Westwinds agreement, the Defendants have failed, neglected, or refused to pay the Plaintiff on his investment immediately upon the building being constructed.

Evanstone Project:

18. In and around June 2014, the Defendant Mr. Gaidhar asked the Plaintiff to invest into a childcare business in Evanstone Calgary, which development would occur through the company CDEI. Mr. Gaidhar made the following representations to the Plaintiff about the Evanstone Project:
 - a. That Mr. Gaidhar, CDI, and CDEI had sufficient experience, resources and skills to complete the Evanstone Building project in a timely and profitable manner;
 - b. That Mr. Gaidhar, his businesses, or his nominee would fully manage the building project and be fully responsible for the development;
 - c. Each of the shares of CDEI cost \$56,000, and that such value was representative of the project's overall value, and that such interest would be registered accordingly;
 - d. That the \$56,000 transfer was required immediately and without delay in order to acquire the lands;
 - e. That Mr. Abdullah's investment would be secured by Evanstone's property, and that such interest would be registered accordingly;
 - f. The building project would start in the fall of 2014 and be completed by the spring of 2016, and that time is of the essence;
 - g. That the Plaintiff's investment in the Evanstone Project was an investment in the daycare business of Ms. Estelita Garbino, owner of the daycare business Jane Doe Company.
 - h. The expected return to Mr. Abdullah would be in proportion to his ownership in the daycare business, such details to be addressed at a future date.

19. In and around late June 2014, where the Plaintiff had limited experience in building development projects, the Plaintiff fully relied on Gaidhar's verbal representations and promises. Mr. Abdullah accordingly caused \$56,000 to be transferred to Mr. Gaidhar and/or CDI to purchase one (1) share of the CDEI project.
20. The Defendants have not yet addressed the return on investment to the Plaintiff Abdullah. The Plaintiff seeks a fair and reasonable return on investment in the daycare business.
21. At all material times, the Defendants breached their representation that the Plaintiff's share would be reflected in the Alberta Corporate Registration of CDEI.
22. The Plaintiff states that the Defendants misrepresented the terms of the project.
23. Construction of the Evanstone Building is not yet completed. The Plaintiff states that the Defendants have been grossly negligent or negligent in their management of the project.
24. The Defendants have caused unreasonable and inordinate delays in the Evanstone project.
25. In breach of the Evanstone agreement, the Defendants have failed, neglected, or refused to pay the Plaintiff any monies on his investment.

Breach of Fiduciary Duties:

26. Starting in 2017, the Defendant Mr. Gaidhar began making representations on the Plaintiff's investment that were inconsistent with the original agreements.
27. Throughout, Mr. Gaidhar made representations of receiving refinancing and made continued promises for payment to the Plaintiff. The Defendants have failed to comply with all representations.
28. As sole Director and Officer of the Defendant corporations, the Defendant Mr. Gaidhar is a fiduciary of CDI, CDWI, and CDEI and owed the following duties to the Plaintiff:
 - a. A fiduciary duty to act with loyalty, honesty, and good faith with a view to the best interest of CDI, CDWI, and CDEI; and
 - b. A duty of care to exercise the care, diligence, and skill that a reasonable prudent person would exercise in comparable circumstance.
29. The Defendants were completely responsible for the operation of the CDWI and CDEI projects.
30. In this position of trust, and without the Plaintiffs' knowledge or consent, the Defendants have misappropriated CDI, CDEI, and CDWI's capital for the benefit of the Defendants.

31. At all material times, Mr. Gaidhar, being the sole owner and director of CDI, CDWI, and CDEI had fiduciary obligations in favor of the Plaintiff Mr. Abdullah.
32. Mr. Gaidhar, as a fiduciary of CDI, CDWI, and CDEI had the obligation to act in the best interest of the corporations and its stakeholder.
33. Mr. Gaidhar, by intentionally misleading Mr. Abdullah with respect to the management and finances of the projects, and thereby enriching himself or his associates, has breached his fiduciary duties to Mr. Abdullah.
34. Mr. Gaidhar, being a fiduciary of CDI, CDWI, and CDEI is liable for punitive damages for his abuse of trust within these corporate entities.
35. The Plaintiff pleads and relies on the Business Corporations Act (Alberta), as amended.
36. Such further and other facts as may be adduced during this Action.

Remedy sought:

37. General Damages in the amount to be proven at trial.
38. A declaration that the Defendant Bahadur Gaidhar has breached his fiduciary duties to the Plaintiff.
39. An Order for a receiver or manager to be appointed for the corporate Defendants CDI, CDWI, CDEI, and/or Jane Doe Company.
40. An Order allowing a certificate of lis pendens or other registration to be registered at land titles as against the subject properties.
41. Alternatively, damages against the Defendants, jointly and severally, for the losses suffered as a result of their negligence, which damages shall be proven at trial.
42. Punitive damages against the individual Defendants in the amount of \$100,000 jointly and severally, or such other amount to be proven at trial.
43. Costs on a Solicitor and Own Client basis, or costs.
44. Such further and other relief as this Honorable court may deem just.

NOTICE TO THE DEFENDANT(S)

You only have a short time to do something to defend yourself against this claim:

20 days if you are served in Alberta

1 month if you are served outside Alberta but in Canada

2 months if you are served outside Canada.

You can respond by filing a statement of defence or a demand for notice in the office of the clerk of the Court of Queen's Bench at Calgary, Alberta, AND serving your statement of defence or a demand for notice on the plaintiff's(s') address for service.

WARNING

If you do not file and serve a statement of defence or a demand for notice within your time period, you risk losing the law suit automatically. If you do not file, or do not serve, or are late in doing either of these things, a court may give a judgment to the plaintiff(s) against you.

THIS IS **EXHIBIT "R"** REFERERED TO
IN THE AFFIDAVIT OF

BAHADUR (BOB) GAIDHAR

AFFIRMED BEFORE ME THIS 23RD DAY OF NOVEMBER, 2020.

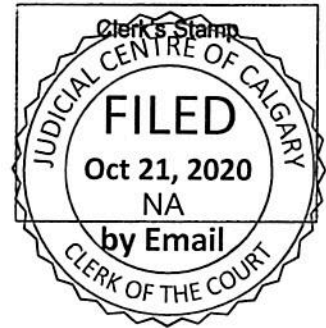


A COMMISSIONER FOR OATHS IN
AND FOR THE PROVINCE OF ALBERTA

TANYA ROSE FERNANDEZ
Commissioner for Oaths in and for
the Province of Alberta
Commission Expires April 20, 2021

AMENDED this 21 day of
October /2020 Pursuant to
Rule 3.62
dated the 21 day of October /2020

COURT FILE NUMBER 2001 12211
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY
PLAINTIFF TRANE CANADA ULC
DEFENDANTS COLD FROG PLUMBING & HEATING LTD., CEANA DEVELOPMENT SUNRIDGE INC. HILLSBORO VENTURES INC., CONNECT FIRST CREDIT UNION LTD.



#110848

DOCUMENT **AMENDED STATEMENT OF CLAIM**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT Mintz Law
410 Princeton Place
10339 - 124 Street
Edmonton, AB T5N 3W1
Attn: Bruce Mintz
Email: bmintz@mintzlaw.ca
Telephone: (780) 425-2041
Facsimile: (780) 425-2195
File Number: 27,845/BEM

NOTICE TO DEFENDANT(S)

You are being sued. You are a defendant.

Go to the end of this document to see what you can do and when you must do it.

Statement of facts relied on:

1. The Plaintiff Trane Canada ULC ("Trane") is a body corporate duly registered to carry on business in or about the City of Calgary in the Province of Alberta.

2. The Defendant COLD FROG PLUMBING & HEATING LTD. ("Cold Frog") is a body corporate duly registered to carry on business in or about the City of Calgary in the Province of Alberta.
3. The Defendant CEANA DEVELOPMENT SUNRIDGE INC. ("Ceana") is a body corporate duly registered to carry on business in or about the City of Calgary in the Province of Alberta.
4. The Defendant HILLSBORO VENTURES INC. ("Hillsboro") is a body corporate duly registered to carry on business in or about the City of Calgary in the Province of Alberta.
5. The Defendant CONNECT FIRST CREDIT UNION LTD. ("Connect") is a body corporate duly registered to carry on business in or about the City of Calgary in the Province of Alberta.
6. The Defendant Ceana is the registered owner of certain lands and premises situated at the City of Calgary in the Province of Alberta legally described as:
PLAN 9811891
BLOCK 8
LOTS 1
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 1.398 HECTARES (3.45 ACRES) MORE OR LESS

("the lands and premises")
7. The Defendant, Hillsboro, is the holder of prior registered encumbrances, by virtue of mortgages registered against the lands and premises of the Defendant Ceana described as follows:
 - a. Registration number 171 023 797 registered on January 26, 2017 for \$3,000,000.00.

- b. Registration number 171 183 895 registered on August 18, 2017 for \$2,000,000.00.
- c. Registration number 171 262 890 registered on November 22, 2017 for \$1,500,000.00

and is named as a Defendant pursuant to the provisions of the Builders' Lien Act.

- 8. The Defendant, Connect, is the holder of prior registered encumbrance, by virtue of a mortgage registered against the lands and premises of the Defendant Ceana described as Instrument number 171 240 017 on October 26, 2017 in the sum of \$9,831,770.00.
- 9. At a date unknown to the Plaintiff Ceana, as owner, entered into an agreement with EFC Developments Ltd. as general contractor or construction manager for the purpose of constructing a project known as "Sunridge Project" on the lands and premises.
- 10. At a date unknown to the Plaintiff EFC Developments Ltd. entered into a subcontract with Cold Frog for construction and installation of certain heating, ventilation and air conditioning systems at the Sunridge Project.
- 11. Trane and Cold Frog entered into an agreement whereby Trane would supply and install certain heating, ventilation and air conditioning equipment including related parts and accessories ("the materials") upon the lands and premises.
- 12. On or about February 27, 2020 Trane last furnished and installed the materials in accordance with the terms of the agreement with Cold Frog upon the lands and premises for the price of \$94,281.59 together with GST.
- 13. The Defendant Cold Frog is indebted to the Plaintiff Trane in the sum of \$94,281.79 together with GST being the balance of an account for the sale and installation of

the materials particulars of which account have been rendered to the Defendant Cold Frog prior to commencement of this action.

14. The Defendant Cold Frog has failed, neglected, or otherwise refused to pay to Trane Canada the sum of \$94,281.70 plus GST or any part thereof.
15. On April 9, 2020, pursuant to the *Builders' Lien Act*, R.S.A. 2000, c. B-7 ("BLA"), Trane caused to register at the Land Titles Office for Alberta, as instrument number 201 069 529, a builder's lien against the lands and premises in the sum of \$94,281.00.
16. On September 21, 2020 the Plaintiff commenced this action by way of Statement of Claim and caused to issue a Certificate of Lis Pendens to be registered against the Lands and premises.
17. On September 22, 2020 a lien bond in the sum of \$106,209.75 was issued by the Zurich Insurance Company Ltd. to replace the Builders Lien instrument number 201 069 529 registered at the Land Titles Office.
18. On or about September 25, 2020 the Plaintiff agreed to discharge the Builders Lien as instrument number 201 069 529 in exchange for a lien bond to replace the Builders Lien in the sum of \$106,209.75.
19. On or about September 25, 2020 a Master of the Court of Queen's Bench of Alberta ordered that the lien bond be delivered to the Clerk of the Court in Calgary and permitted discharge of the Plaintiff's builders lien.
20. By reason of supplying the goods incorporated into the lands and premises the Plaintiff Trane became entitled to and is entitled to a valid Builders' Lien upon the above described land and premises for the sum of \$94,281.00 together with interest and

costs and is entitled to payment out from the lien bond which was substituted for the builders lien registered by the Plaintiff against the lands and premises.

21. By reason of supplying and installing the materials by the Plaintiff Trane, the aforesaid lands and premises have increased in value in an amount not less than the amount for which the Plaintiff claims to be entitled to a lien.
22. In the alternative, by reason of Trane's supply of the goods for the benefit of the lands and premises and in accordance with the terms of the agreement, the value of the lands and premises have been enhanced and the Defendant Ceana has received the benefit thereof and have been unjustly enriched in the amount of \$94,281.00 at the expense and to the detriment of the Plaintiff Trane.
23. In the further alternative, Trane pleads that it is entitled to payment of its claim against the Defendants jointly and severally, on the basis of *quantum meruit*.
24. The amount owing to Trane by the Defendants is a just debt and Trane claims interest pursuant to the *Judgment Interest Act*, R.S.A 2000, c. J-1.
25. Trane pleads and relies upon the relevant provisions of the *Judgment Interest Act*, R.S.A 2000, c. J-1 and the *Builders Lien Act*, R.S.A. 2000, c. B-7 ("BLA").
26. The Plaintiff proposes that the trial of this action be held at the Court House at the City of Calgary, in the Province of Alberta. In the Plaintiff's opinion this action will not likely take more than 25 days to try.

Remedy sought:

27. The Plaintiff Trane claims:

- (a) Judgment against the Defendant Cold Frog in the sum of \$94,281.00 together with GST;
- (b) In the alternative Judgment against the Defendant Ceana in the sum of \$94,281.00 together with GST on the basis of quantum meruit, or in the alternative, unjust enrichment;
- (c) Interest pursuant to the *Judgment Interest Act*, R.S.A. 2000, c. J-1;
- (d) A Judgment, Declaration or Order that Trane is entitled to a valid and subsisting builders' lien under the BLA against the lands and premises in the sum of \$94,281.00 together with GST;
- (e) In default of payment of Trane's claim, together with such interest as is allowed and the costs of this action, that sufficient funds from the lien bond posted in this action be applied towards payment of Trane's claim as aforesaid or other claims against the property in order of their priority.
- (f) Such further and other relief as this Honorable Court deems appropriate; and
- (g) Costs of this Action.

NOTICE TO THE DEFENDANT(S)

You only have a short time to do something to defend yourself against this claim:

20 days if you are served in Alberta.

1 month if you are served outside Alberta but in Canada.

2 months if you are served outside Canada.

You can respond by filing a statement of defence or a demand for notice in the office of the clerk of the Court of Queen's Bench at Calgary, Alberta, AND serving your statement of defence or a demand for notice on the plaintiff's(s') address for service.

WARNING

If you do not file and serve a statement of defence or a demand for notice within your time period, you risk losing the lawsuit automatically. If you do not file, or do not serve, or are late in doing either of these things, a court may give a judgment to the plaintiff(s) against you.

THIS IS **EXHIBIT "S"** REFERERED TO
IN THE AFFIDAVIT OF

BAHADUR (BOB) GAIDHAR

AFFIRMED BEFORE ME THIS 23RD DAY OF NOVEMBER, 2020.



A COMMISSIONER FOR OATHS IN
AND FOR THE PROVINCE OF ALBERTA

TANYA ROSE FERNANDEZ
Commissioner for Oaths in and for
the Province of Alberta
Commission Expires April 20, 2021

COURT FILE
NUMBER

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL
CENTRE CALGARY

PLAINTIFF(S) AMISH MORJARIA, ASHOK MORJARIA and
MRIDULA MORJARIA

DEFENDANT(S) BAHADUR GAIDHAR

DOCUMENT **STATEMENT OF CLAIM**

ADDRESS FOR
SERVICE AND
CONTACT WILSON LAYCRAFT
Barristers and Solicitors
Attention: Robert J. Stack
INFORMATION Suite 1601, 333 – 11th Avenue S.W.
OF PARTY FILING Calgary, Alberta T2R 1L9
THIS DOCUMENT Phone: 403-290-1601 Fax: 403-290-0828
File No.: 5-1024

Clerk's Stamp

NOTICE TO DEFENDANT(S)

You are being sued. You are a defendant.

Go to the end of this document to see what you can do and when you must do it.

Note: State below only facts and not evidence (Rule 13.6)

Statement of facts relied on:

Promissory Note to the Benefit of Amish Morjaria

1. The Plaintiff Amish Morjaria is a resident of Calgary, Alberta.
2. The Plaintiff Askok Morjaria is a resident of Calgary, Alberta.
3. The Plaintiff Mridula Morjaria is a resident of Calgary, Alberta.

4. The Defendant Bahadur Gaidhar ("Gaidhar") is a resident of Calgary, Alberta.
5. On or around July 19, 2016, Gaidhar signed a Promissory Note to the benefit of Amish Morjaria (the "A. Morjaria Promissory Note") reflecting a promise to pay \$125,000.00. Gaidhar signed the A. Morjaria Promissory Note on behalf of the two parties defined as "borrower" in the A. Morjaria Promissory Note, Gaidhar himself and an entity he controlled called Ceana Development Sunridge Inc. ("Ceana").
6. The amount of \$125,000.00 was payable on demand, as long as the demand was not made before July 31, 2017. The lender was entitled to solicitor/client costs in the event of default.
7. Further, the A. Morjaria Promissory Note stated that it could be registered against the following property:

PLAN 9811891, BLOCK 8, LOTS 1
EXCEPTING THEREOUT ALL MINES AND MINERALS
(the "Project Land")

8. The A. Morjaria Promissory Note could also be registered against "any other real property which the Promissor(s) may own".
9. On or around July 19, 2016, Gaidhar signed a Promissory Note to the benefit of Ashok and Mridula Morjaria (the "Ashok/Mridula Morjaria Promissory Note"). Gaidhar signed the Ashok/Mridula Morjaria Promissory Note on behalf of the two parties defined as "borrower" in the Ashok/Mridula Morjaria Promissory Note, Gaidhar himself and Ceana.
10. The amount of \$125,000.00 was payable on demand, as long as the demand was not made before July 31, 2017. The lender was entitled to solicitor/client costs in the event of default.
11. Further, the Ashok/Mridula Morjaria Promissory Note stated that it could be registered against the Project Land.
12. The Ashok/Mridula Morjaria Promissory Note could also be registered against "any other real property which the Promissor(s) may own".

Registration

13. On or around July 22, 2020, by a Caveat made under the *Land Titles Act*, A. Morjaria registered the A. Morjaria Promissory Note against the Project Land as well as against a property belonging to Gaidhar with a legal description of:

Plan 011-2710, Lot 1
EXCEPTING THEREOUT ALL MINES AND MINERALS

(the "Gaidhar Property")

14. On or around July 22, 2020, by a Caveat made under the *Land Titles Act*, Askok Morjaria and Mridula Morjaria registered the Ashok/Mridula Morjaria Promissory Note against the Gaidhar Property.
15. By Caveat, the A. Morjaria Promissory Note and Ashok/Mridula Morjaria Promissory Note were registered against the Project Lands. However, the Project Lands are the subject of a receivership order and there is a stay of claims against Ceana.
16. The Plaintiffs state that the signing of the A. Morjaria Promissory Note and Ashok/Mridula Morjaria Promissory Note and the registration of the caveats against the Gaidhar Property severed any joint tenancy in that property and the interest of Gaidhar is available for execution.

Breach

17. On or around July 8, 2020, A. Morjaria sent to Gaidhar a demand for repayment of the amount of \$125,000.00 within fourteen (14) days. Neither Gaidhar nor Ceana paid the outstanding amount within the time period or at all. Gaidhar has denied any responsibility for the loan amount under the A. Morjaria Promissory Note.
18. On or around July 8, 2020, Ashok Morjaria and Mridula Morjaria sent to B. Gaidhar a demand for repayment of the amount of \$125,000.00 within fourteen (14) days. Neither Gaidhar nor Ceana paid the outstanding amount within the time period or at all. Gaidhar has denied any responsibility for the loan amount under the Ashok/Mridula Morjaria Promissory Note.

Remedy sought:

19. The Plaintiff Amish Morjaria therefore asks this Honourable Court to award:

- a. A judgment for \$125,000.00 under the A. Morjaria Promissory Note;
 - b. Pre-judgment Interest pursuant to the *Judgment Interest Act*, RSA 2000, c J-1; and
 - c. A declaration that the registration by caveat of the A. Morjaria Promissory Note against the property of Gaidhar was valid;
 - d. An Order for Possession;
 - e. An Order for the appointment of a Receiver;
 - f. An Order shortening the period of redemption to less than six months;
 - g. Solicitor and client costs of this Action; and
 - h. Such other relief as the nature of the case may require and to this Honourable Court may seem meet.
20. The Plaintiffs Mridula Morjaria and Ashok Morjaria therefore asks this Honourable Court to award:
- a. A judgment for \$125,000.00 under the Ashok/Mridula Morjaria Promissory Note;
 - b. Pre-judgment Interest pursuant to the *Judgment Interest Act*, RSA 2000, c J-1;
 - c. A declaration that the registration by caveat of the the Ashok/Mridula Morjaria Promissory Note against the property of Gaidhar was valid;
 - d. An Order for Possession;
 - e. An Order for the appointment of a Receiver;
 - f. An Order shortening the period of redemption to less than six months;
 - g. Solicitor and client costs of this Action; and
 - h. Such other relief as the nature of the case may require and to this Honourable Court may seem meet.

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