

COURT FILE NUMBER 1703-21274

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE EDMONTON

PLAINTIFF ROYAL BANK OF CANADA

DEFENDANTS 1679775 ALBERTA LTD., REID-BUILT HOMES LTD., REID WORLDWIDE CORPORATION, BUILDER'S DIRECT SUPPLY LTD., REID BUILT HOMES CALGARY LTD., REID INVESTMENTS LTD., and REID CAPITAL CORP.

IN THE MATTER OF THE RECEIVERSHIP OF 1679775 ALBERTA LTD., REID-BUILT HOMES LTD., REID WORLDWIDE CORPORATION, BUILDER'S DIRECT SUPPLY LTD., REID BUILT HOMES CALGARY LTD., REID INVESTMENTS LTD., and REID CAPITAL CORP.

APPLICANT ALVAREZ & MARSAL CANADA INC. in its capacity as Court-appointed Receiver and Manager of the current and future assets, undertakings and properties of 1679775 ALBERTA LTD., REID-BUILT HOMES LTD., REID WORLDWIDE CORPORATION, BUILDER'S DIRECT SUPPLY LTD., REID BUILT HOMES CALGARY LTD., REID INVESTMENTS LTD., 1852512 ALBERTA LTD., and REID CAPITAL CORP.

DOCUMENT **RECEIVER'S TENTH REPORT**
August 23, 2018

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ALVAREZ & MARSAL

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1.0 INTRODUCTION

- 1.1 On November 2, 2017, upon application of the Royal Bank of Canada (“RBC”), Alvarez & Marsal Canada Inc. was appointed as Receiver and Manager (the “Receiver”) pursuant to a consent receivership order (“Receivership Order”) granted by the Honourable Justice Hillier in respect of the current and future assets, undertakings and properties of 1679775 Alberta Ltd. (“167”), Reid-Built Homes Ltd., Reid Worldwide Corporation, Builder’s Direct Supply Ltd., Reid Built Homes Calgary Ltd., Reid Investments Ltd., and Reid Capital Corp. (“Capital”) (collectively, the “Reid Group”).
- 1.2 On March 21, 2018, this Honourable Court granted an order extending the Receivership Order to include the current and future assets, undertakings and properties of 1852512 Alberta Ltd. which is a wholly owned subsidiary of Capital.
- 1.3 Pursuant to the Receivership Order, the Receiver has sold various real property assets of the Reid Group including certain lots for which land developers (“Developers”) held a fee simple title (the “Developer Lots”). Certain of the Developer Lots had builders’ liens (“Liens”) registered on title prior to or during the receivership proceedings pursuant to the Builders’ Lien Act, RSA 2000, c B-7 (the “BLA”). A list of Developers is attached as Appendix “A”.
- 1.4 This Honourable Court has granted 14 Sale Approval and Vesting Orders vesting title to Developer Lots in third-party purchasers (the “Developer SAVOs”), each of which directs the Receiver to holdback 110% of the face value of registered Liens (the “Lien Holdbacks”) pending determination of the corresponding Liens’ validity.
- 1.5 The Receiver also held back 115% of the face value of Liens that were registered against six Developer Lots that were sold by the Receiver in the ordinary course of business pursuant to agreements with each of the respective purchasers as approved by the approval and vesting order granted by this Honourable Court on November 2, 2017. These Liens have subsequently been discharged and the Receiver has paid approximately \$77,000 into Court to stand in place of certain properties with respect to potentially valid Liens. As there are no Liens currently registered against the six Developer Lots at this date, the Lien Holdback funds with respect to these six sales are distributable in accordance with the administration of the receivership estate.
- 1.6 Due to prior registered mortgages, any holdbacks for liens as against Reid Group owned properties have previously been released to the receivership estate by Order of this Honourable Court.
- 1.7 The Receiver has been advised by certain of the Developers that they take the position that the Liens registered against Developer Lots are invalid because the Developers do not satisfy the

definition of “owner” as defined in section 1(j) of the BLA. Conversely, certain Lien claimants have taken the position that their Liens are valid and enforceable.

- 1.8 On August 7, 2018, the Receiver filed a notice of application (the “**Owner Application**”) for, among other things, advice, direction and declaratory relief with respect to the definition of “owner” pursuant to the BLA in relation to the Development Lands (the “**Owner Issue**”). The Owner Application is scheduled to be heard by this Honourable Court on October 3, 2018.
- 1.9 On August 23, 2018, the Receiver filed a notice of application, supplemental to the Owner Application and scheduled for October 3, 2018, seeking this Honourable Court’s direction and declaratory relief with respect to Liens that had expired (the “**Expired Lien Issue**”) by reason of the claimant’s not having registered Certificates of *Lis Pendens* (“**CLP**”) in accordance with the BLA (the “**Expired Lien Application**”).
- 1.10 The Receivership Order and other motion materials are available on the Receiver’s website at www.alvarezandmarsal.com/reidbuilt.
- 1.11 All references to dollars in this Receiver’s Tenth Report are in Canadian currency.

2.0 PURPOSE

- 2.1 This Tenth Report is a special purpose report that is intended to provide this Honourable Court and other stakeholders with background information with respect to the Owner Application and the Expired Lien Application.

3.0 LIEN HOLDBACKS

- 3.1 A summary of the Lien Holdbacks for the 14 Developer SAVOs is as follows:

Reid Group - in Receivership					
Lien Holdback Summary					
As at August 23, 2018					
\$000s					
No.	Purchaser	Lien Holdbacks	Potential Liens (incl. 10% for Costs)		
			Face Value	Face Value Excluding Duplicates	Face Value Excluding Duplicates and Expired Liens
1	2072604 Alberta Ltd.	\$ 14	\$ 14	\$ 14	\$13
2	Pacesetter Homes Ltd.	2	2	2	-
3	Landrex Inc.	94	94	94	82
4	Stepanov/Gillis	95	95	95	37
5	First Avenue Properties Ltd.	321	321	80	41
6	Genesis Land Development Corp.	940	925	907	713
7	First Avenue Properties Ltd.	260	260	260	190
8	Dhaliwal	125	125	125	76
9	Green Cedar Homes Inc.	2	2	2	1
10	A. Toor	189	189	189	142
11	I. Toor	188	188	188	159
12	Divine Luxury Homes Inc.	155	171	171	108
13	Norstar Builders Ltd.	2,256	5,112	2,359	1,243
Total as at August 23, 2018		4,641	7,498	4,486	2,805
14	2014695 Alberta Ltd. (scheduled to close August 24, 2018)	172	172	160	111
Total Lien Holdbacks		\$ 4,813	\$ 7,670	\$ 4,646	\$ 2,916

- 3.2 To the date of this Report, the Receiver has retained funds in respect of Lien Holdbacks of approximately \$4.6 million related to 13 sales of Developer Lots pursuant to Developer SAVOs and expects to holdback an additional \$171,000 relating to a property sale scheduled to close on August 24, 2018. In aggregate, Lien Holdbacks are expected to total approximately \$4.8 million. A listing of Developer Lot Liens is attached as Appendix “B”.
- 3.3 The Receiver has identified numerous duplicative Liens (“**Duplicate Liens**”) totaling approximately \$3.0 million for which claimants incorrectly or inadvertently registered a cumulative claim for work provided to multiple lots against a single lot, or a cumulative claim against multiple lots. Accordingly, in certain cases the Receiver reduced the Lien Holdback to adjust for Duplicate Liens.
- 3.4 The Receiver has also identified a number of expired liens (“**Expired Liens**”) in respect of Developer Lots for which the claimant failed to file a CLP within 180 days of registration of the Lien as required by the BLA. Excluding Duplicate Liens, the Receiver estimates that there are approximately \$1.7 million of Expired Liens. A list of Expired Liens is attached as Appendix “C”.
- 3.5 After deducting Duplicate Liens and Expired Liens, there is approximately \$2.9 million of Lien Holdback funds available for distribution pending the result of the Owner Application and any further investigations as to the quantum and validity of any Lien claims.

3.6 The Receiver has not conducted a comprehensive review of the validity and enforceability of individual Liens pending resolution of the Owner Issue and the Expired Lien Issue.

4.0 OWNER APPLICATION

Letters to Stakeholders

4.1 On July 30, 2018, the Receiver's legal counsel sent letters to affected Lien claimants and Developers which, among other things, advised them of the October 3, 2018 hearing date and provided them with a template affidavit developed by the Receiver's legal counsel for Lien claimants and Developers to consider completing based on the key *indicia* of a developer being an 'owner' under the BLA according to the relevant jurisprudence. Copies of the letters to Lien claimants and Developers are attached as Appendix "D".

4.2 The Receiver anticipates that the key evidence with respect to the Owner Issue is contained within the governing lot sale agreements between the various Reid Group entities and the applicable Developers (the "**Lot Sale Agreements**"). Representative examples of the approximately eighty Lot Sale Agreements entered into between particular Reid Group entities and various Developers are attached as Appendix "E". Any particular Lot Sale Agreement may be provided to an interested party upon request and all will be available for review at the October 3, 2018, hearing.

4.3 Any affected Developer, Lien claimant, or other interested party allowed by this Honourable Court is invited to attend the Owner Application and is invited, but not obliged, to put evidence before the Court in the form of affidavit proposed by the Receiver as attached hereto, or in such other format as it prefers.

4.4 To organize timing and scheduling with respect to the Owner Application, the Receiver has proposed scheduling to be as follows:

- a) Developers' and lien claimants' affidavits, if any, are to be filed and exchanged by August 31, 2018;
- b) cross-examination, if any, on respective affidavits is to be conducted over September 4, 2018, to September 14, 2018;
- c) briefs of law and argument are to be filed and served by September 28, 2018; and
- d) a hearing will be held on October 3, 2018 at the Edmonton Law Courts.

Georgetown Application

- 4.5 Georgetown Townhouse GP Ltd. (“**Georgetown**”), is a Calgary-based Developer who had Lot Sale Agreements with 167. Georgetown previously posted security to discharge the Liens filed as against its lands. Georgetown also filed an Originating Application (the “**Georgetown Application**”) seeking, *inter alia*, a declaration that it is not the ‘owner’ of the Lands as defined in the BLA and, accordingly, that the Liens registered against its Lands are invalid. The Georgetown Application was heard on August 15, 2018, in Master’s Chambers in Calgary and the decision has been reserved.
- 4.6 The Honourable Mr. Justice Graesser has directed that, provided a decision is rendered in time, any appeal of the Georgetown Application shall be heard in conjunction with the Owner Application on October 3, 2018.

5.0 EXPIRED LIEN APPLICATION

- 5.1 The Receiver is advised by its legal counsel that pursuant to section 43(1) of the BLA, a registered Lien holder is required to file a Statement of Claim and CLP at the appropriate Land Titles Registry within 180 days of the registration of the Lien.
- 5.2 As noted in the Second Report of the Receiver dated February 28, 2018, to avoid unnecessary cost and administrative burden on the Lien claimants and the Receiver, the Receiver’s legal counsel sent a letter to the service list on February 12, 2018, notifying potential lien claimants that the Receiver waived the requirement for any Lien claimants to file a Statement of Claim or register a CLP to preserve such registered Liens rights only as against Reid Group properties (the “**Reid Group CLP Waiver**”). However, the Reid Group CLP Waiver expressly did not extend to any property registered in the name of a Developer or any other third party, and did not waive or amend the initial requirement that any supplier properly register and perfect its builder’s Lien within the timeframe set out in the BLA. The Reid Group CLP Waiver is attached as Appendix “F”.
- 5.3 The Lien claimants with Expired Liens as set out in Appendix C in the aggregate amount of approximately \$1.7 million against Developer Lots failed to comply with the provisions of the BLA, and as such, the Lien claims expired and became invalid prior to the issuance of the subject sale approval order which required the Receiver to maintain a 110% holdback as security for potentially valid Lien claims. Accordingly, the Receiver seeks direction that there is no requirement to maintain a Lien Holdback in respect of Expired Liens, nor is there any priority entitlement for recovery by Expired Lien claimants and that such funds can be released to the receivership estate.

5.4 The Receiver's legal counsel has sent letters to those Lien claimants whose Liens have expired for want of a CLP being registered in time, indicating that their Liens have expired. A copy of the template letter to the Expired Lien claimants is attached as Appendix "G".

6.0 RECEIVER'S CONCLUSION

6.1 It is the Receiver's respectful view that seeking this Honourable Court's direction and declaratory relief with respect to the Owner Issue and the Expired Lien Issue will provide for the most cost effective, efficient and consistent approach to determining entitlement to the Lien Holdbacks and the validity of Liens as against Developer Lots. Affected stakeholders will have an opportunity to put evidence before this Honourable Court prior to the hearing of the Owner Application and the Expired Lien Application which is scheduled to be held on October 3, 2018 and where requested, the Receiver and its legal counsel will facilitate access to Lot Sale Agreements and other information as can reasonably be provided.

All of which is respectfully submitted to this Honourable Court this 23rd day of August, 2018.

**Alvarez & Marsal Canada Inc., in its capacity as
Receiver and Manager of the assets, undertakings and
properties of the Reid Group and not in its personal capacity**



Per: Todd M. Martin
Senior Vice President



Per: Tom Powell
Vice President

Appendix A

List of Developers

Genesis Land Development Corp.

Jesperdale Communities Inc.

Lewis Estates Communities Inc.

Rapperswill Developments Ltd.

Rosenthal Communities Inc.

Villeneuve Communities Inc.

Walton Big Lake Development Corporation

Westmere Communities Inc.

Winterburn Developments Inc.

Appendix B

Reid Group - in Receivership

Developer Lot Liens

As at August 23, 2018

\$000s

		Potential Liens (incl. 10% for Costs)			
No.	Purchaser	Face Value	Face Value Excluding Duplicates	Face Value Excluding Duplicates and Expired Liens	
1	2072604 Alberta Ltd.	\$ 14	\$ 14	\$13	
2	Pacesetter Homes Ltd.	2	2	-	
3	Landrex Inc.	94	94	82	
4	Stepanov/Gillis	95	95	37	
5	First Avenue Properties Ltd.	321	80	41	
6	Genesis Land Development Corp.	925	907	713	
7	First Avenue Properties Ltd.	260	260	190	
8	Dhaliwal	125	125	76	
9	Green Cedar Homes Inc.	2	2	1	
10	A. Toor	189	189	142	
11	I. Toor	188	188	159	
12	Divine Luxury Homes Inc.	171	171	108	
13	Norstar Builders Ltd.	5,112	2,359	1,243	
Total as at August 23, 2018		7,498	4,486	2,805	
14	2014695 Alberta Ltd. (scheduled to close August 24, 2018)	172	160	111	
Total Lien Holdbacks		\$ 7,670	\$ 4,646	\$ 2,916	

Note 1: Referencing the furthest right column (labelled "Potential Value of Unexpired Lien"), any lien indicated as EXPIRED, is expired for failing to file a Certificate of Lis Pendens within 180 days of registration of the lien as required by the Builders Lien Act. We are therefore seeking the Court's confirmation that the Receiver may release all funds held-back in connection with expired liens.

Note 2: Where the dollar amount listed under the column labelled "Potential Value of Non-Duplicate Lien" and "Potential Value of Unexpired Lien" is any number, such value is only a potentiality and is subject to the outcome of the Receiver's "owner" application to be heard October 3, 2018, and subject otherwise to the lien being proved valid.

Note 3: The information below is sorted firstly by Value of Unexpired Lien, and secondly by Lienor (alphabetically).

Plan	Block	Lot	Registration No	SAVO Party	Developer	Lienor	Face Value of Lien	Potential Value of Non-Duplicate Lien	Potential Value of Unexpired Lien
1524128	2	51	172261673	Landrex (SAVO - April 11)	Villeneuve Communities Inc.	1084811 Alberta Ltd.	\$8,554.00	\$8,554.00	EXPIRED
1524128	2	50	172261684	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	1084811 Alberta Ltd.	\$8,269.00	\$8,269.00	EXPIRED
1524128	2	52	172261689	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	1084811 Alberta Ltd.	\$9,784.00	\$9,784.00	EXPIRED
1524128	2	53	172261694	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	1084811 Alberta Ltd.	\$10,556.00	\$10,556.00	EXPIRED
1624038	44	91	172261846	First Avenue Properties (SAVO - April 11)	Lewis Estates Communities Inc.	1286984 Alberta Ltd.	\$741.00	\$741.00	EXPIRED
1624038	44	92	172261822	First Avenue Properties (SAVO - April 11)	Lewis Estates Communities Inc.	1286984 Alberta Ltd.	\$741.00	DUPLICATE	EXPIRED
1324177	4	33	172261826	Norstar (SAVO - July 5)	Lewis Estates Communities Inc.	1286984 Alberta Ltd.	\$1,712.00	\$1,712.00	EXPIRED
1521325	3	50	172261825	Norstar (SAVO - July 5)	Rosenthal Communities Inc.	1286984 Alberta Ltd.	\$1,489.00	\$1,489.00	EXPIRED
1521325	12	25	172261824	Norstar (SAVO - July 5)	Rosenthal Communities Inc.	1286984 Alberta Ltd.	\$1,025.00	\$1,025.00	EXPIRED
1525099	25	7	172261845	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	1286984 Alberta Ltd.	\$894.00	\$894.00	EXPIRED
1525099	25	3	172254956	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	1502315 Alberta Ltd.	\$348,894.00	\$348,894.00	EXPIRED
1525309	27	7	172254956	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	1502315 Alberta Ltd.	\$348,894.00	DUPLICATE	EXPIRED
1525309	27	8	172254956	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	1502315 Alberta Ltd.	\$348,894.00	DUPLICATE	EXPIRED
1525309	27	15	172254956	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	1502315 Alberta Ltd.	\$348,894.00	DUPLICATE	EXPIRED
1525309	27	16	172254956	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	1502315 Alberta Ltd.	\$348,894.00	DUPLICATE	EXPIRED
1525309	27	27	172254956	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	1502315 Alberta Ltd.	\$348,894.00	DUPLICATE	EXPIRED
1525309	27	28	172254956	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	1502315 Alberta Ltd.	\$348,894.00	DUPLICATE	EXPIRED
1624038	44	91	172266268	First Avenue Properties (SAVO - April 11)	Lewis Estates Communities Inc.	1524666 Alberta Ltd.	\$1,102.00	\$1,102.00	EXPIRED
1624038	44	92	172266268	First Avenue Properties (SAVO - April 11)	Lewis Estates Communities Inc.	1524666 Alberta Ltd.	\$5,674.00	\$5,674.00	EXPIRED
1624038	44	91	172266257	First Avenue Properties (SAVO - April 11)	Lewis Estates Communities Inc.	1524666 Alberta Ltd.	\$1,102.00	DUPLICATE	EXPIRED
1624038	44	92	172266257	First Avenue Properties (SAVO - April 11)	Lewis Estates Communities Inc.	1524666 Alberta Ltd.	\$5,827.00	\$5,827.00	EXPIRED
1324177	4	33	172266267	Norstar (SAVO - July 5)	Lewis Estates Communities Inc.	1524666 Alberta Ltd.	\$562.00	\$562.00	EXPIRED
1324177	4	36	172266234	Norstar (SAVO - July 5)	Lewis Estates Communities Inc.	1524666 Alberta Ltd.	\$7,686.00	\$7,686.00	EXPIRED
1521325	3	50	172266258	Norstar (SAVO - July 5)	Rosenthal Communities Inc.	1524666 Alberta Ltd.	\$8,694.00	\$8,694.00	EXPIRED
1521325	12	25	172266258	Norstar (SAVO - July 5)	Rosenthal Communities Inc.	1524666 Alberta Ltd.	\$6,609.00	\$6,609.00	EXPIRED
1525099	25	3	172266206	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	1524666 Alberta Ltd.	\$7,670.00	\$7,670.00	EXPIRED
1521595	5	15	172255428	Norstar (SAVO - July 5)	Winterburn Developments Inc.	976959 Alberta Ltd.	\$4,723.00	\$4,723.00	EXPIRED
1524128	2	45	172255547	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	976959 Alberta Ltd.	\$4,344.00	\$4,344.00	EXPIRED
1525309	27	7	172255432	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	976959 Alberta Ltd.	\$3,632.00	\$3,632.00	EXPIRED
1525309	27	15	172255522	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	976959 Alberta Ltd.	\$3,656.00	\$3,656.00	EXPIRED
1525309	27	16	172255427	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	976959 Alberta Ltd.	\$3,577.00	\$3,577.00	EXPIRED
1525309	27	7	172266004	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Absolute Finishing Ltd.	\$2,613.00	\$2,613.00	EXPIRED
1525309	27	8	172265995	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Absolute Finishing Ltd.	\$2,566.00	\$2,566.00	EXPIRED
1525309	27	15	172266033	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Absolute Finishing Ltd.	\$2,613.00	\$2,613.00	EXPIRED
1524128	2	31	172262255	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	Alberta Deck Shop	\$27,600.00	\$27,600.00	EXPIRED
1524128	2	45	172262255	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	Alberta Deck Shop	\$27,600.00	DUPLICATE	EXPIRED
1524128	2	50	172262255	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	Alberta Deck Shop	\$27,600.00	DUPLICATE	EXPIRED
1524128	2	52	172262255	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	Alberta Deck Shop	\$27,600.00	DUPLICATE	EXPIRED
1524128	2	53	172262255	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	Alberta Deck Shop	\$27,600.00	DUPLICATE	EXPIRED
1524128	2	54	172262255	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	Alberta Deck Shop	\$27,600.00	DUPLICATE	EXPIRED
1524128	2	55	172262255	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	Alberta Deck Shop	\$27,600.00	DUPLICATE	EXPIRED
1525309	27	16	172265112	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Alberta Hardwood Flooring (Edm.) Ltd.	\$3,753.00	\$3,753.00	EXPIRED
1524128	2	51	172266370	Landrex (SAVO - April 11)	Villeneuve Communities Inc.	All Screwed Plings Ltd.	\$1,790.00	\$1,790.00	EXPIRED
1524128	2	30	172261398	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	All Screwed Plings Ltd.	\$1,475.00	\$1,475.00	EXPIRED
1524128	2	31	172261399	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	All Screwed Plings Ltd.	\$1,727.00	\$1,727.00	EXPIRED
1524128	2	50	172266371	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	All Screwed Plings Ltd.	\$1,380.00	\$1,380.00	EXPIRED
1524128	2	52	172266376	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	All Screwed Plings Ltd.	\$1,790.00	\$1,790.00	EXPIRED
1524128	2	53	172266377	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	All Screwed Plings Ltd.	\$1,380.00	\$1,380.00	EXPIRED
1524128	2	54	172261401	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	All Screwed Plings Ltd.	\$1,380.00	\$1,380.00	EXPIRED

1524128 2	55	172261400	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	All Screwed Plings Ltd.	\$1,790.00	EXPIRED
1525309 27	15	172266375	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	All Screwed Plings Ltd.	\$1,984.00	EXPIRED
1525309 27	16	172266359	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	All Screwed Plings Ltd.	\$1,984.00	EXPIRED
1521325 12	36	172268519	First Avenue Properties (SAVO - May 16)	Rosenthal Communities Inc.	All Weather Windows Ltd.	\$8,030.00	EXPIRED
1324177 4	33	172265142	Norstar (SAVO - July 5)	Lewis Estates Communities Inc.	All Weather Windows Ltd.	\$10,739.00	EXPIRED
1521325 3	30	172262906	Norstar (SAVO - July 5)	Lewis Estates Communities Inc.	All Weather Windows Ltd.	\$11,078.00	EXPIRED
1524128 2	30	172268543	Norstar (SAVO - July 5)	Rosenthal Communities Inc.	All Weather Windows Ltd.	\$15,322.00	EXPIRED
1524128 2	31	172262889	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	All Weather Windows Ltd.	\$6,767.00	EXPIRED
1524128 2	52	172262961	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	All Weather Windows Ltd.	\$7,134.00	EXPIRED
1524128 2	53	172268551	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	All Weather Windows Ltd.	\$6,358.00	EXPIRED
1524128 2	54	172262933	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	All Weather Windows Ltd.	\$7,560.00	EXPIRED
1524128 2	55	172262964	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	All Weather Windows Ltd.	\$6,286.00	EXPIRED
1525099 25	3	172262868	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	All Weather Windows Ltd.	\$5,719.00	EXPIRED
1525099 25	7	172262842	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	All Weather Windows Ltd.	\$9,209.00	EXPIRED
1525309 27	27	172268564	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	All Weather Windows Ltd.	\$10,233.00	EXPIRED
1525309 27	28	172268566	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	All Weather Windows Ltd.	\$7,681.00	EXPIRED
1524128 2	54	172281922	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	Bill Marling Framing Contractors Ltd.	\$8,136.00	EXPIRED
1524128 2	55	172281923	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	Bill Marling Framing Contractors Ltd.	\$13,522.00	EXPIRED
1610755 4	64	171220026	Genesis (SAVO - April 23)	Genesis Land Development Corp.	Breckenridge Concrete Ltd.	\$14,983.00	EXPIRED
1610755 5	92	171220301	Genesis (SAVO - April 23)	Genesis Land Development Corp.	Breckenridge Concrete Ltd.	\$11,772.00	EXPIRED
1513280 42	66	171220261	Dhalwal (SAVO - May 16)	Westmere Communities Inc.	Breckenridge Concrete Ltd.	\$8,244.00	EXPIRED
1513280 42	79	171220332	2014695 Alberta Ltd. (SAVO - June 19)	Westmere Communities Inc.	Breckenridge Concrete Ltd.	\$12,452.00	EXPIRED
1324177 4	36	172260305	Norstar (SAVO - July 5)	Lewis Estates Communities Inc.	Brisam Contracting Ltd.	\$15,078.00	EXPIRED
1610755 4	64	171233589	Genesis (SAVO - April 23)	Genesis Land Development Corp.	Canadian Independent House Inspectors	\$19,526.00	EXPIRED
1610755 5	92	171233589	Genesis (SAVO - April 23)	Genesis Land Development Corp.	Canadian Independent House Inspectors	\$16,319.00	EXPIRED
1513280 42	66	171233589	Dhalwal (SAVO - May 16)	Westmere Communities Inc.	Canadian Independent House Inspectors	\$16,319.00	EXPIRED
1513280 42	67	171233589	A. Toor (SAVO - May 16)	Westmere Communities Inc.	Canadian Independent House Inspectors	\$16,319.00	EXPIRED
1513280 42	79	171233589	2014695 Alberta Ltd. (SAVO - June 19)	Westmere Communities Inc.	Canadian Independent House Inspectors	\$16,319.00	EXPIRED
1513280 44	19	171233589	Divine Luxury (SAVO - July 5)	Westmere Communities Inc.	Canadian Independent House Inspectors	\$16,319.00	EXPIRED
1610755 5	85	171217461	Genesis (SAVO - April 23)	Genesis Land Development Corp.	Crystal Waters Plumbing Company	\$934.00	EXPIRED
1610755 5	90	171217443	Genesis (SAVO - April 23)	Genesis Land Development Corp.	Crystal Waters Plumbing Company	\$9,490.00	EXPIRED
1610755 5	101	171220589	Genesis (SAVO - April 23)	Genesis Land Development Corp.	Crystal Waters Plumbing Company	\$955.00	EXPIRED
1513280 42	79	171217482	2014695 Alberta Ltd. (SAVO - June 19)	Westmere Communities Inc.	Crystal Waters Plumbing Company	\$10,481.00	EXPIRED
1425124 107	11	172266007	2072604 Alberta Ltd. (SAVO - April 11)	Rapperswill Developments Ltd.	Debara Cleaning Ltd.	\$525.00	EXPIRED
1525099 25	2	172263059	Stepanov/Gillis (SAVO - April 11)	Jesperdale Communities Inc.	Debara Cleaning Ltd.	\$1,312.00	EXPIRED
1624038 44	109	172263051	First Avenue Properties (SAVO - April 11)	Lewis Estates Communities Inc.	Debara Cleaning Ltd.	\$526.00	EXPIRED
1624038 44	110	172263047	First Avenue Properties (SAVO - April 11)	Lewis Estates Communities Inc.	Debara Cleaning Ltd.	\$526.00	EXPIRED
1525309 27	11	172263058	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Debara Cleaning Ltd.	\$1,260.00	EXPIRED
1610755 4	64	171221853	Genesis (SAVO - April 23)	Genesis Land Development Corp.	Diamond Fireplace Distributors Ltd.	\$3,003.00	EXPIRED
1610755 5	90	171221854	Genesis (SAVO - April 23)	Genesis Land Development Corp.	Diamond Fireplace Distributors Ltd.	\$5,810.00	EXPIRED
1513280 42	66	171221857	Dhalwal (SAVO - May 16)	Westmere Communities Inc.	Diamond Fireplace Distributors Ltd.	\$5,244.00	EXPIRED
1513280 42	67	171221918	A. Toor (SAVO - May 16)	Westmere Communities Inc.	Diamond Fireplace Distributors Ltd.	\$12,261.00	EXPIRED
1513280 42	68	171221914	I. Toor (SAVO - May 16)	Westmere Communities Inc.	Diamond Fireplace Distributors Ltd.	\$7,823.00	EXPIRED
1513280 42	79	171221913	2014695 Alberta Ltd. (SAVO - June 19)	Westmere Communities Inc.	Diamond Fireplace Distributors Ltd.	\$1,013.00	EXPIRED
1513280 44	19	171221860	Divine Luxury (SAVO - July 5)	Westmere Communities Inc.	Diamond Fireplace Distributors Ltd.	\$8,286.00	EXPIRED
1524128 3	25	172261711	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	Diversified Mechanical	\$4,585.00	EXPIRED
1525309 27	7	172261953	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Diversified Mechanical	\$4,961.00	EXPIRED

1525309 27	15	172295577	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	DP Express Ltd.	\$400.00	\$400.00	EXPIRED
1525309 27	7	172266097	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	EBM Painting and Coating Ltd.	\$4,760.00	\$4,760.00	EXPIRED
1525309 27	8	172266096	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	EBM Painting and Coating Ltd.	\$4,843.00	\$4,843.00	EXPIRED
1525309 27	15	172266221	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	EBM Painting and Coating Ltd.	\$4,780.00	\$4,780.00	EXPIRED
1525309 27	16	172266113	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	EBM Painting and Coating Ltd.	\$4,843.00	\$4,843.00	EXPIRED
1525309 27	23	172266093	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	EBM Painting and Coating Ltd.	\$409.00	\$409.00	EXPIRED
1525309 27	24	172266092	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	EBM Painting and Coating Ltd.	\$426.00	\$426.00	EXPIRED
1624038 44	109	172265033	First Avenue Properties (SAVO - April 11)	Lewis Estates Communities Inc.	Frank's Masonry Inc.	\$3,213.00	\$3,213.00	EXPIRED
1624038 44	110	172265042	First Avenue Properties (SAVO - April 11)	Lewis Estates Communities Inc.	Frank's Masonry Inc.	\$3,748.00	\$3,748.00	EXPIRED
1521325 12	36	172265029	First Avenue Properties (SAVO - May 16)	Rosenthal Communities Inc.	Frank's Masonry Inc.	\$1,526.00	\$1,526.00	EXPIRED
1521985 5	15	172265044	Norstar (SAVO - July 5)	Winterburn Developments Inc.	Frank's Masonry Inc.	\$1,740.00	\$1,740.00	EXPIRED
1525309 27	7	172265046	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Frank's Masonry Inc.	\$2,568.00	\$2,568.00	EXPIRED
1525309 27	8	172265047	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Frank's Masonry Inc.	\$2,142.00	\$2,142.00	EXPIRED
1525309 27	8	172265025	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Frank's Masonry Inc.	\$3,213.00	\$3,213.00	EXPIRED
1525309 27	15	172265026	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Frank's Masonry Inc.	\$3,694.00	\$3,694.00	EXPIRED
1525309 27	16	172265024	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Frank's Masonry Inc.	\$3,694.00	\$3,694.00	EXPIRED
1525309 27	27	172265036	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Frank's Masonry Inc.	\$3,266.00	\$3,266.00	EXPIRED
1525309 27	28	172265027	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Frank's Masonry Inc.	\$2,436.00	\$2,436.00	EXPIRED
1524128 2	30	172266250	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	G 'N Q Construction Ltd.	\$1,295.00	\$1,295.00	EXPIRED
1524128 3	25	172266255	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	G 'N Q Construction Ltd.	\$872.00	\$872.00	EXPIRED
1525309 27	27	172266248	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	G 'N Q Construction Ltd.	\$330.00	\$330.00	EXPIRED
1525309 27	28	172266254	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	G 'N Q Construction Ltd.	\$330.00	\$330.00	EXPIRED
1610755 5	101	171225541	Genesis (SAVO - April 23)	Genesis Land Development Corp.	High Caliber Construction Inc.	\$19,164.00	\$19,164.00	EXPIRED
1525309 27	1	172278935	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	High Standard Landscape Inc.	\$18,633.00	\$18,633.00	EXPIRED
1525309 27	2	172278935	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	High Standard Landscape Inc.	\$18,633.00	\$18,633.00	EXPIRED
1524128 2	55	172261495	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	Jayson Global Roofing	\$1,809.00	\$1,809.00	EXPIRED
1525099 25	1	172268352	Stepanov/Gillis (SAVO - April 11)	Jesperdale Communities Inc.	Jovan Corp.	\$436.00	\$436.00	EXPIRED
1525309 27	1	172268380	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Jovan Corp.	\$403.00	\$403.00	EXPIRED
1525309 27	2	172268379	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Jovan Corp.	\$491.00	\$491.00	EXPIRED
1525309 27	11	172268371	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Jovan Corp.	\$633.00	\$633.00	EXPIRED
1525309 27	12	172268381	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Jovan Corp.	\$445.00	\$445.00	EXPIRED
1525099 27	8	172266637	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Julian Ceramic Tile Inc.	\$1,051.00	\$1,051.00	EXPIRED
1524128 2	30	172264677	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	Lansher Framing Ltd.	\$14,839.00	\$14,839.00	EXPIRED
1524128 2	31	172264674	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	Lansher Framing Ltd.	\$14,940.00	\$14,940.00	EXPIRED
1524128 2	52	172264675	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	Lansher Framing Ltd.	\$16,272.00	\$16,272.00	EXPIRED
1525099 25	2	172264676	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	Lansher Framing Ltd.	\$14,478.00	\$14,478.00	EXPIRED
1525099 25	2	172264501	Stepanov/Gillis (SAVO - April 11)	Jesperdale Communities Inc.	Lawnz Inc.	\$14,637.00	\$14,637.00	EXPIRED
1525099 25	2	172264499	Stepanov/Gillis (SAVO - April 11)	Jesperdale Communities Inc.	Lawnz Inc.	\$16,359.00	\$16,359.00	EXPIRED
1525099 25	2	172264500	Stepanov/Gillis (SAVO - April 11)	Jesperdale Communities Inc.	Lawnz Inc.	\$20,448.00	\$20,448.00	EXPIRED
1525309 27	1	172264501	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Lawnz Inc.	\$14,637.00	\$14,637.00	EXPIRED
1525309 27	1	172277041	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Lawnz Inc.	\$14,637.00	\$14,637.00	EXPIRED
1525309 27	1	172264499	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Lawnz Inc.	\$16,359.00	\$16,359.00	EXPIRED
1525309 27	1	172264500	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Lawnz Inc.	\$20,448.00	\$20,448.00	EXPIRED
1525309 27	2	172264501	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Lawnz Inc.	\$14,637.00	\$14,637.00	EXPIRED
1525309 27	2	172277041	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Lawnz Inc.	\$14,637.00	\$14,637.00	EXPIRED
1525309 27	2	172264499	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Lawnz Inc.	\$16,359.00	\$16,359.00	EXPIRED
1525309 27	2	172264500	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Lawnz Inc.	\$20,448.00	\$20,448.00	EXPIRED
1624038 44	92	172260463	First Avenue Properties (SAVO - April 11)	Lewis Estates Communities Inc.	Lehigh-Hanson Materials Limited	\$12,077.00	\$12,077.00	EXPIRED
1525309 27	11	172266451	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Mac Land Works and Consulting Ltd.	\$619.00	\$619.00	EXPIRED
1525309 27	12	172266434	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Mac Land Works and Consulting Ltd.	\$619.00	\$619.00	EXPIRED
1525309 27	15	172266450	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Mac Land Works and Consulting Ltd.	\$619.00	\$619.00	EXPIRED

1525309 27	16	172266449	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Mac Land Works and Consulting Ltd.	\$619.00	DUPLICATE	EXPIRED
1525309 27	23	172266448	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Mac Land Works and Consulting Ltd.	\$619.00	\$619.00	EXPIRED
1525309 27	24	172266447	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Mac Land Works and Consulting Ltd.	\$619.00	\$619.00	EXPIRED
1610755 5	79	171223719	Genesis (SAVO - April 23)	Genesis Land Development Corp.	Majestic Electric Inc.	\$903.00	\$903.00	EXPIRED
1513280 44	19	171223721	Divine Luxury (SAVO - July 5)	Westmere Communities Inc.	Majestic Electric Inc.	\$18,376.00	\$18,376.00	EXPIRED
1525099 25	3	172265345	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Mobil Heating and Air Conditioning	\$2,692.00	\$2,692.00	EXPIRED
1525309 27	7	172265244	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Mobil Heating and Air Conditioning	\$5,975.00	\$5,975.00	EXPIRED
1525309 27	8	172265245	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Mobil Heating and Air Conditioning	\$5,975.00	\$5,975.00	EXPIRED
1525309 27	15	172265248	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Mobil Heating and Air Conditioning	\$7,029.00	\$7,029.00	EXPIRED
1525309 27	16	172265249	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Mobil Heating and Air Conditioning	\$7,029.00	\$7,029.00	EXPIRED
1624038 44	91	172254867	First Avenue Properties (SAVO - April 11)	Lewis Estates Communities Inc.	Nelson Lumber Company Inc.	\$661.00	\$661.00	EXPIRED
1624038 44	92	172254873	First Avenue Properties (SAVO - April 11)	Lewis Estates Communities Inc.	Nelson Lumber Company Inc.	\$661.00	\$661.00	EXPIRED
1324177 4	33	172254906	Norstar (SAVO - July 5)	Lewis Estates Communities Inc.	Nelson Lumber Company Inc.	\$2,503.00	\$2,503.00	EXPIRED
1324177 4	36	172254860	Norstar (SAVO - July 5)	Lewis Estates Communities Inc.	Nelson Lumber Company Inc.	\$24,787.00	\$24,787.00	EXPIRED
1521325 3	50	172254876	Norstar (SAVO - July 5)	Rosenthal Communities Inc.	Nelson Lumber Company Inc.	\$2,184.00	\$2,184.00	EXPIRED
1521325 12	25	172254891	Norstar (SAVO - July 5)	Rosenthal Communities Inc.	Nelson Lumber Company Inc.	\$754.00	\$754.00	EXPIRED
1521595 5	15	172254821	Norstar (SAVO - July 5)	Winterburn Developments Inc.	Nelson Lumber Company Inc.	\$5,100.00	\$5,100.00	EXPIRED
1524128 2	30	172254902	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	Nelson Lumber Company Inc.	\$329.00	\$329.00	EXPIRED
1324177 4	33	172262434	Norstar (SAVO - July 5)	Lewis Estates Communities Inc.	Nivek Construction Ltd.	\$1,118.00	\$1,118.00	EXPIRED
1521325 3	50	172262441	Norstar (SAVO - July 5)	Rosenthal Communities Inc.	Nivek Construction Ltd.	\$1,050.00	\$1,050.00	EXPIRED
1521325 3	50	172262435	Norstar (SAVO - July 5)	Rosenthal Communities Inc.	Nivek Construction Ltd.	\$1,349.00	\$1,349.00	EXPIRED
1525099 25	3	172262442	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Nivek Construction Ltd.	\$1,141.00	\$1,141.00	EXPIRED
1525099 25	7	172262440	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Nivek Construction Ltd.	\$1,018.00	\$1,018.00	EXPIRED
1521325 12	8	172263160	Pacesetter Homes (SAVO - April 11)	Lewis Estates Communities Inc.	Pais Geomatics Corp.	\$719.00	\$719.00	EXPIRED
1524128 3	6	172263162	Pacesetter Homes (SAVO - April 11)	Lewis Estates Communities Inc.	Pais Geomatics Corp.	\$504.00	\$504.00	EXPIRED
1524128 3	5	172263164	Pacesetter Homes (SAVO - April 11)	Villeneuve Communities Inc.	Pais Geomatics Corp.	\$504.00	\$504.00	EXPIRED
1624038 44	91	172263158	First Avenue Properties (SAVO - April 11)	Lewis Estates Communities Inc.	Pais Geomatics Corp.	\$504.00	\$504.00	EXPIRED
1624038 44	92	172263156	First Avenue Properties (SAVO - April 11)	Lewis Estates Communities Inc.	Pais Geomatics Corp.	\$504.00	\$504.00	EXPIRED
1324177 4	33	172263120	Norstar (SAVO - July 5)	Lewis Estates Communities Inc.	Pais Geomatics Corp.	\$719.00	\$719.00	EXPIRED
1521325 3	50	172263131	Norstar (SAVO - July 5)	Rosenthal Communities Inc.	Pais Geomatics Corp.	\$719.00	\$719.00	EXPIRED
1610755 4	55	172263161	Norstar (SAVO - July 5)	Rosenthal Communities Inc.	Pais Geomatics Corp.	\$719.00	\$719.00	EXPIRED
1610755 4	64	171231187	Genesis (SAVO - April 23)	Genesis Land Development Corp.	Prairie Pipe Sales Ltd	\$2,079.00	\$2,079.00	EXPIRED
1610755 5	79	171220408	Genesis (SAVO - April 23)	Genesis Land Development Corp.	Prairie Pipe Sales Ltd	\$4,070.00	\$4,070.00	EXPIRED
1610755 5	81	171220292	Genesis (SAVO - April 23)	Genesis Land Development Corp.	Prairie Pipe Sales Ltd	\$2,097.00	\$2,097.00	EXPIRED
1610755 5	85	171220275	Genesis (SAVO - April 23)	Genesis Land Development Corp.	Prairie Pipe Sales Ltd	\$1,799.00	\$1,799.00	EXPIRED
1610755 5	92	171229288	Genesis (SAVO - April 23)	Genesis Land Development Corp.	Prairie Pipe Sales Ltd	\$3,536.00	\$3,536.00	EXPIRED
1610755 5	101	171219349	Genesis (SAVO - April 23)	Genesis Land Development Corp.	Prairie Pipe Sales Ltd	\$2,936.00	\$2,936.00	EXPIRED
1513280 44	19	171220224	Divine Luxury (SAVO - July 5)	Westmere Communities Inc.	Prairie Pipe Sales Ltd	\$3,757.00	\$3,757.00	EXPIRED
1610755 4	64	171225765	Genesis (SAVO - April 23)	Genesis Land Development Corp.	Precision Audio and Design Ltd.	\$1,396.00	\$1,396.00	EXPIRED
1513280 42	66	171225729	Dhalwal (SAVO - May 16)	Westmere Communities Inc.	Precision Audio and Design Ltd.	\$1,674.00	\$1,674.00	EXPIRED
1513280 42	67	171225783	A. Toor (SAVO - May 16)	Westmere Communities Inc.	Precision Audio and Design Ltd.	\$1,963.00	\$1,963.00	EXPIRED
1513280 42	79	171225785	2014695 Alberta Ltd. (SAVO - June 19)	Westmere Communities Inc.	Precision Audio and Design Ltd.	\$1,396.00	\$1,396.00	EXPIRED
1513280 44	19	171225803	Divine Luxury (SAVO - July 5)	Westmere Communities Inc.	Precision Audio and Design Ltd.	\$1,449.00	\$1,449.00	EXPIRED
1624038 44	91	172264589	First Avenue Properties (SAVO - April 11)	Lewis Estates Communities Inc.	R.G.G Construction Ltd.	\$2,178.00	\$2,178.00	EXPIRED
1624038 44	92	172264589	First Avenue Properties (SAVO - April 11)	Lewis Estates Communities Inc.	R.G.G Construction Ltd.	\$7,290.00	\$7,290.00	EXPIRED
						\$7,290.00	DUPLICATE	

1324177 4	33	172264586	Norstar (SAVO - July 5)	Lewis Estates Communities Inc.	R.G.G Construction Ltd.	\$3,632.00	EXPIRED
1521325 12	25	172264580	Norstar (SAVO - July 5)	Rosenthal Communities Inc.	R.G.G Construction Ltd.	\$2,965.00	EXPIRED
1524128 2	54	172264588	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	R.G.G Construction Ltd.	\$7,603.00	EXPIRED
1524128 2	55	172264588	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	R.G.G Construction Ltd.	\$7,603.00	EXPIRED
1524128 2	32	172264587	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	R.G.G Construction Ltd.	\$7,290.00	EXPIRED
1524128 2	33	172264587	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	R.G.G Construction Ltd.	\$7,290.00	EXPIRED
1610755 5	90	171222648	Genesis (SAVO - April 23)	Genesis Land Development Corp.	Regal Building Materials Ltd.	\$4,231.00	EXPIRED
1513280 42	68	171222649	I. Toor (SAVO - May 16)	Westmere Communities Inc.	Regal Building Materials Ltd.	\$5,424.00	EXPIRED
1513280 42	69	171226482	Green Cedar (SAVO - May 16)	Westmere Communities Inc.	Scoty's Rentals and Landscaping Ltd.	\$1,770.00	EXPIRED
1513280 42	79	171226482	2014695 Alberta Ltd. (SAVO - June 19)	Westmere Communities Inc.	Scoty's Rentals and Landscaping Ltd.	\$1,770.00	EXPIRED
1513280 44	19	171226482	Divine Luxury (SAVO - July 5)	Westmere Communities Inc.	Scoty's Rentals and Landscaping Ltd.	\$1,770.00	EXPIRED
1624038 44	45	172261883	First Avenue Properties (SAVO - April 11)	Lewis Estates Communities Inc.	Select Fireplaces Limited	\$50,527.00	EXPIRED
1624038 44	46	172261883	First Avenue Properties (SAVO - April 11)	Lewis Estates Communities Inc.	Select Fireplaces Limited	\$50,527.00	EXPIRED
1624038 44	109	172261883	First Avenue Properties (SAVO - April 11)	Lewis Estates Communities Inc.	Select Fireplaces Limited	\$50,527.00	EXPIRED
1624038 44	110	172261883	First Avenue Properties (SAVO - April 11)	Lewis Estates Communities Inc.	Select Fireplaces Limited	\$50,527.00	EXPIRED
1225087 2	7	172261883	First Avenue Properties (SAVO - May 16)	Lewis Estates Communities Inc.	Select Fireplaces Limited	\$50,527.00	EXPIRED
1324177 4	36	172261883	Norstar (SAVO - July 5)	Lewis Estates Communities Inc.	Select Fireplaces Limited	\$50,527.00	EXPIRED
1525089 25	3	172261883	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Select Fireplaces Limited	\$50,527.00	EXPIRED
1525089 25	7	172261883	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Select Fireplaces Limited	\$50,527.00	EXPIRED
1610755 5	90	171218504	Genesis (SAVO - April 23)	Genesis Land Development Corp.	Spindle, Stairs and Railings 2002 Ltd.	\$6,413.00	EXPIRED
1513280 42	68	171218029	I. Toor (SAVO - May 16)	Westmere Communities Inc.	Spindle, Stairs and Railings 2002 Ltd.	\$2,617.00	EXPIRED
1610755 5	85	171219667	Genesis (SAVO - April 23)	Genesis Land Development Corp.	Sucasa Construction Ltd.	\$14,387.00	EXPIRED
1324177 4	36	172269897	Norstar (SAVO - July 5)	Lewis Estates Communities Inc.	System Control and Electrical Ltd.	\$361.00	EXPIRED
1324177 4	36	172269896	Norstar (SAVO - July 5)	Lewis Estates Communities Inc.	System Control and Electrical Ltd.	\$7,670.00	EXPIRED
1524128 2	30	172258704	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	System Control and Electrical Ltd.	\$930.00	EXPIRED
1524128 2	30	172258705	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	System Control and Electrical Ltd.	\$5,440.00	EXPIRED
1524128 2	31	172258709	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	System Control and Electrical Ltd.	\$6,004.00	EXPIRED
1524128 2	45	172260355	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	System Control and Electrical Ltd.	\$2,255.00	EXPIRED
1524128 2	52	172260357	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	System Control and Electrical Ltd.	\$5,406.00	EXPIRED
1524128 2	53	172260354	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	System Control and Electrical Ltd.	\$5,708.00	EXPIRED
1610755 5	90	171229343	Genesis (SAVO - April 23)	Genesis Land Development Corp.	Tamar Painting Inc.	\$14,736.00	EXPIRED
1225087 2	7	172282973	First Avenue Properties (SAVO - May 16)	Lewis Estates Communities Inc.	Trans American Management 2000 Inc.	\$971.00	EXPIRED
1521325 12	36	172282944	First Avenue Properties (SAVO - May 16)	Rosenthal Communities Inc.	Trans American Management 2000 Inc.	\$853.00	EXPIRED
1324177 4	36	172283030	Norstar (SAVO - July 5)	Lewis Estates Communities Inc.	Trans American Management 2000 Inc.	\$538.00	EXPIRED
1521595 5	15	172282989	Norstar (SAVO - July 5)	Winterburn Developments Inc.	Trans American Management 2000 Inc.	\$351.00	EXPIRED
1524128 2	30	172282941	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	Trans American Management 2000 Inc.	\$603.00	EXPIRED
1524128 2	31	172282940	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	Trans American Management 2000 Inc.	\$603.00	EXPIRED
1524128 2	45	172282972	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	Trans American Management 2000 Inc.	\$1,424.00	EXPIRED
1524128 2	50	172282977	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	Trans American Management 2000 Inc.	\$853.00	EXPIRED
1524128 2	52	172282942	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	Trans American Management 2000 Inc.	\$354.00	EXPIRED
1524128 2	53	172282943	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	Trans American Management 2000 Inc.	\$603.00	EXPIRED
1525089 25	3	172282994	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Trans American Management 2000 Inc.	\$354.00	EXPIRED
1525309 27	7	172283013	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Trans American Management 2000 Inc.	\$1,102.00	EXPIRED
1525309 27	8	172283011	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Trans American Management 2000 Inc.	\$853.00	EXPIRED

1525309 27	15	172283008	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Trans American Management 2000 Inc.	\$1,286.00	EXPIRED
1525309 27	16	172283009	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Trans American Management 2000 Inc.	\$1,286.00	EXPIRED
1525309 27	27	172282993	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Trans American Management 2000 Inc.	\$853.00	EXPIRED
1525309 27	28	172283014	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Trans American Management 2000 Inc.	\$853.00	EXPIRED
1610755 5	79	171257549	Genesis (SAVO - April 23)	Genesis Land Development Corp.	Watt Consulting Group	\$740.00	EXPIRED
1610755 5	101	171257516	Genesis (SAVO - April 23)	Genesis Land Development Corp.	Watt Consulting Group	\$1,044.00	EXPIRED
1513280 42	79	171257493	2014695 Alberta Ltd. (SAVO - June 19)	Westmere Communities Inc.	Watt Consulting Group	\$908.00	EXPIRED
1225087 2	7	172261238	First Avenue Properties (SAVO - May 16)	Lewis Estates Communities Inc.	Westcon Precast Inc.	\$1,761.00	EXPIRED
1521325 3	50	172261236	Norstar (SAVO - July 5)	Rosenthal Communities Inc.	Westcon Precast Inc.	\$1,851.00	EXPIRED
1525099 25	3	172261237	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Westcon Precast Inc.	\$1,541.00	EXPIRED
1525099 25	7	172261235	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Westcon Precast Inc.	\$1,541.00	EXPIRED
1610755 4	64	171222680	Genesis (SAVO - April 23)	Genesis Land Development Corp.	WM. Schmidt Mechanical Contractors Ltd.	\$14,247.00	EXPIRED
1610755 5	90	171222678	Genesis (SAVO - April 23)	Genesis Land Development Corp.	WM. Schmidt Mechanical Contractors Ltd.	\$12,014.00	EXPIRED
1610755 5	92	171222679	Genesis (SAVO - April 23)	Genesis Land Development Corp.	WM. Schmidt Mechanical Contractors Ltd.	\$9,624.00	EXPIRED
1513280 42	66	171222710	Dhalwal (SAVO - May 16)	Westmere Communities Inc.	WM. Schmidt Mechanical Contractors Ltd.	\$8,844.00	EXPIRED
1513280 42	67	171222708	A. Toor (SAVO - May 16)	Westmere Communities Inc.	WM. Schmidt Mechanical Contractors Ltd.	\$12,593.00	EXPIRED
1513280 42	68	171222711	I. Toor (SAVO - May 16)	Westmere Communities Inc.	WM. Schmidt Mechanical Contractors Ltd.	\$10,626.00	EXPIRED
1513280 42	79	171222712	2014695 Alberta Ltd. (SAVO - June 19)	Westmere Communities Inc.	WM. Schmidt Mechanical Contractors Ltd.	\$8,011.00	EXPIRED
1513280 44	19	171222709	Divine Luxury (SAVO - July 5)	Westmere Communities Inc.	WM. Schmidt Mechanical Contractors Ltd.	\$9,603.00	EXPIRED
1524128 2	51	172264907	Landrex (SAVO - April 11)	Villeneuve Communities Inc.	KNXN Inc.	\$302.00	EXPIRED
1324177 4	36	172265041	Norstar (SAVO - July 5)	Lewis Estates Communities Inc.	KNXN Inc.	\$302.00	EXPIRED
1425124 108	68	172264909	Norstar (SAVO - July 5)	Rapperswill Developments Ltd.	KNXN Inc.	\$302.00	EXPIRED
1425124 108	71	172264910	Norstar (SAVO - July 5)	Rapperswill Developments Ltd.	KNXN Inc.	\$302.00	EXPIRED
1524128 2	30	172264971	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	KNXN Inc.	\$302.00	EXPIRED
1524128 2	31	172264973	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	KNXN Inc.	\$302.00	EXPIRED
1524128 2	52	172264618	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	KNXN Inc.	\$302.00	EXPIRED
1524128 2	53	172264935	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	KNXN Inc.	\$302.00	EXPIRED
1525309 27	27	172265072	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	KNXN Inc.	\$302.00	EXPIRED
1525309 27	8	172265007	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	KNXN Inc.	\$302.00	EXPIRED
1525309 27	27	172264968	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	KNXN Inc.	\$302.00	EXPIRED
1624038 44	45	172265592	First Avenue Properties (SAVO - April 11)	Lewis Estates Communities Inc.	DP Express Ltd.	\$325.00	EXPIRED
1225087 2	7	172264937	First Avenue Properties (SAVO - May 16)	Lewis Estates Communities Inc.	KNXN Inc.	\$430.00	EXPIRED
1225087 2	7	172264901	First Avenue Properties (SAVO - May 16)	Lewis Estates Communities Inc.	KNXN Inc.	\$453.00	EXPIRED
1524128 2	51	172264908	Landrex (SAVO - April 11)	Villeneuve Communities Inc.	KNXN Inc.	\$462.00	EXPIRED
1225087 2	7	172265091	First Avenue Properties (SAVO - May 16)	Lewis Estates Communities Inc.	KNXN Inc.	\$472.00	EXPIRED
1521325 12	36	172264958	First Avenue Properties (SAVO - May 16)	Rosenthal Communities Inc.	KNXN Inc.	\$472.00	EXPIRED
1425124 108	36	172265040	Norstar (SAVO - July 5)	Lewis Estates Communities Inc.	KNXN Inc.	\$472.00	EXPIRED
1425124 108	23	172265090	Norstar (SAVO - July 5)	Rapperswill Developments Ltd.	KNXN Inc.	\$472.00	EXPIRED
1521595 5	15	172264617	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	KNXN Inc.	\$472.00	EXPIRED
1524128 2	30	172264915	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	KNXN Inc.	\$472.00	EXPIRED
1524128 2	31	172264972	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	KNXN Inc.	\$472.00	EXPIRED
1524128 2	50	172264906	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	KNXN Inc.	\$472.00	EXPIRED
1524128 2	52	172264934	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	KNXN Inc.	\$472.00	EXPIRED
1524128 2	53	172265089	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	KNXN Inc.	\$472.00	EXPIRED
1525309 27	7	172265071	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	KNXN Inc.	\$472.00	EXPIRED
1525309 27	8	172265070	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	KNXN Inc.	\$472.00	EXPIRED
1525309 27	27	172264969	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	KNXN Inc.	\$472.00	EXPIRED
1525309 27	28	172264933	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	KNXN Inc.	\$472.00	EXPIRED

1513280 42	73	171257546	Green Cedar (SAVO - May 16)	Westmere Communities Inc.	Watt Consulting Group	\$477.00	\$477.00
1610755 4	72	171257515	Genesis (SAVO - April 23)	Genesis Land Development Corp.	Watt Consulting Group	\$493.00	\$493.00
1610755 5	92	171257506	Genesis (SAVO - April 23)	Genesis Land Development Corp.	Watt Consulting Group	\$493.00	\$493.00
1425124 107	11	172264926	2072604 Alberta Ltd. (SAVO - April 11)	Rapperswill Developments Ltd.	KNXN Inc.	\$499.00	\$499.00
1624038 44	46	172265006	First Avenue Properties (SAVO - April 11)	Lewis Estates Communities Inc.	KNXN Inc.	\$499.00	\$499.00
1425124 108	23	172264615	Norstar (SAVO - July 5)	Rapperswill Developments Ltd.	KNXN Inc.	\$499.00	\$499.00
1425124 108	24	172264616	Norstar (SAVO - July 5)	Rapperswill Developments Ltd.	KNXN Inc.	\$499.00	\$499.00
1425124 102	66	172262997	2072604 Alberta Ltd. (SAVO - April 11)	Rapperswill Developments Ltd.	Trans American Management 2000 Inc.	\$656.00	\$656.00
1425124 107	11	172263024	2072604 Alberta Ltd. (SAVO - April 11)	Rapperswill Developments Ltd.	Trans American Management 2000 Inc.	\$721.00	\$721.00
1624038 44	92	172262685	First Avenue Properties (SAVO - April 11)	Lewis Estates Communities Inc.	Lenbeth Weeping Tile	\$670.00	\$670.00
1624038 44	91	172262684	First Avenue Properties (SAVO - April 11)	Lewis Estates Communities Inc.	Lenbeth Weeping Tile	\$678.00	\$678.00
1610755 5	81	171257518	Genesis (SAVO - April 23)	Genesis Land Development Corp.	Watt Consulting Group	\$708.00	\$708.00
1610755 4	55	171257514	Genesis (SAVO - April 23)	Genesis Land Development Corp.	Watt Consulting Group	\$740.00	\$740.00
1513280 42	68	171220090	I. Toor (SAVO - May 16)	Westmere Communities Inc.	Ultra-Lite Overhead Doors Ltd.	\$639.00	\$639.00
1524128 2	51	172282976	Landrex (SAVO - April 11)	Villeneuve Communities Inc.	Trans American Management 2000 Inc.	\$853.00	\$853.00
1610755 5	90	171220032	Genesis (SAVO - April 23)	Genesis Land Development Corp.	Aaron Exteriors	\$866.00	\$866.00
1610755 5	81	171223698	Genesis (SAVO - April 23)	Genesis Land Development Corp.	Majestic Electric Inc.	\$903.00	\$903.00
1610755 5	85	171223697	Genesis (SAVO - April 23)	Genesis Land Development Corp.	Majestic Electric Inc.	\$903.00	\$903.00
1610755 5	101	171223598	Genesis (SAVO - April 23)	Genesis Land Development Corp.	Majestic Electric Inc.	\$903.00	\$903.00
1521325 12	25	172262687	Norstar (SAVO - July 5)	Rosenthal Communities Inc.	Lenbeth Weeping Tile	\$1,006.00	\$1,006.00
1525099 25	3	172258201	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Glennora Lumber and Building Supplies	\$1,037.00	\$1,037.00
1610755 5	85	171250959	Genesis (SAVO - April 23)	Genesis Land Development Corp.	Watt Consulting Group	\$1,044.00	\$1,044.00
1513280 44	19	171219090	Divine Luxury (SAVO - July 5)	Westmere Communities Inc.	Prodigy Painting Ltd.	\$1,077.00	\$1,077.00
1610755 4	55	171223596	Genesis (SAVO - April 23)	Genesis Land Development Corp.	Majestic Electric Inc.	\$1,086.00	\$1,086.00
1324177 4	36	172258204	Norstar (SAVO - July 5)	Lewis Estates Communities Inc.	Glennora Lumber and Building Supplies	\$1,146.00	\$1,146.00
1525099 25	7	172261492	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Jayson Global Roofing	\$1,319.00	\$1,319.00
1610755 5	90	171221021	Genesis (SAVO - April 23)	Genesis Land Development Corp.	Pratto Excavating	\$1,321.00	\$1,321.00
1624038 44	45	172263575	First Avenue Properties (SAVO - April 11)	Lewis Estates Communities Inc.	Gem Cabinets	\$1,401.00	\$1,401.00
1524128 3	25	172265388	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	Mobil Heating and Air Conditioning	\$1,501.00	\$1,501.00
1610755 5	90	171223599	Genesis (SAVO - April 23)	Genesis Land Development Corp.	Majestic Electric Inc.	\$1,554.00	\$1,554.00
1513280 44	19	171221119	Divine Luxury (SAVO - July 5)	Westmere Communities Inc.	Classic Renovations Inc.	\$1,575.00	\$1,575.00
1425124 102	66	172264874	2072604 Alberta Ltd. (SAVO - April 11)	Rapperswill Developments Ltd.	KNXN Inc.	\$1,627.00	\$1,627.00
1425124 107	11	172265038	2072604 Alberta Ltd. (SAVO - April 11)	Rapperswill Developments Ltd.	KNXN Inc.	\$1,627.00	\$1,627.00
1524128 2	32	172261721	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	Diversified Mechanical	\$1,631.00	\$1,631.00
1524128 2	33	172261717	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	Diversified Mechanical	\$1,631.00	\$1,631.00
1525309 27	15	172275584	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Buckwold Western Ltd.	\$1,653.00	\$1,653.00
1524128 2	50	172264905	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	KNXN Inc.	\$1,678.00	\$1,678.00
1610755 5	81	171219416	Genesis (SAVO - April 23)	Genesis Land Development Corp.	Davidson Emman Lumber	\$1,704.00	\$1,704.00
1610755 4	55	171220970	Genesis (SAVO - April 23)	Genesis Land Development Corp.	Davidson Emman Lumber	\$1,716.00	\$1,716.00
1524128 3	25	172262967	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	Gralex Consulting Ltd.	\$1,721.00	\$1,721.00
1525031 110	15	172274846	Norstar (SAVO - July 5)	Rapperswill Developments Ltd.	Barcol Doors Ltd.	\$1,743.00	\$1,743.00
1525031 110	16	172274841	Norstar (SAVO - July 5)	Rapperswill Developments Ltd.	Barcol Doors Ltd.	\$1,743.00	\$1,743.00
1525309 27	7	172274940	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Barcol Doors Ltd.	\$1,743.00	\$1,743.00
1610755 5	79	171219421	Genesis (SAVO - April 23)	Genesis Land Development Corp.	Davidson Emman Lumber	\$1,807.00	\$1,807.00
1524128 2	45	172277639	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	1173297 Alberta Ltd.	\$2,041.00	\$2,041.00
1610755 4	64	171224515	Genesis (SAVO - April 23)	Genesis Land Development Corp.	Buckwold Western Ltd.	\$2,068.00	\$2,068.00
1525309 27	16	172277720	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Buckwold Western Ltd.	\$2,111.00	\$2,111.00
1521325 3	50	172262682	Norstar (SAVO - July 5)	Rosenthal Communities Inc.	Lenbeth Weeping Tile	\$2,198.00	\$2,198.00
1521325 12	36	172264942	First Avenue Properties (SAVO - May 16)	Rosenthal Communities Inc.	KNXN Inc.	\$2,198.00	\$2,198.00
1513280 42	67	171220101	A. Toor (SAVO - May 16)	Westmere Communities Inc.	Ultra-Lite Overhead Doors Ltd.	\$2,212.00	\$2,212.00
1513280 42	66	171220103	Dhaliwal (SAVO - May 16)	Westmere Communities Inc.	Ultra-Lite Overhead Doors Ltd.	\$2,225.00	\$2,225.00
1513280 44	19	171220223	Divine Luxury (SAVO - July 5)	Westmere Communities Inc.	Ultra-Lite Overhead Doors Ltd.	\$2,297.00	\$2,297.00

1425124	107	11	172264825	2072604 Alberta Ltd. (SAVO - April 11)	Rapperswill Developments Ltd.	KNXN Inc.	\$2,299.00
1624038	44	46	172264876	First Avenue Properties (SAVO - April 11)	Lewis Estates Communities Inc.	KNXN Inc.	\$2,299.00
1524128	3	25	172264984	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	KNXN Inc.	\$2,299.00
1521595	5	15	172256490	Norstar (SAVO - July 5)	Winterburn Developments Inc.	Divine Harwood Flooring Ltd.	\$2,353.00
1525309	27	8	172274982	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Barcol Doors Ltd.	\$2,457.00
1525309	27	16	172274958	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Barcol Doors Ltd.	\$2,457.00
1525309	27	16	172274952	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Barcol Doors Ltd.	\$2,457.00
1610755	5	90	171241448	Genesis (SAVO - April 23)	Genesis Land Development Corp.	Creative Door Services	\$2,508.00
1425124	109	7	172265432	Norstar (SAVO - July 5)	Rapperswill Developments Ltd.	Mobil Heating and Air Conditioning	\$2,646.00
1525309	27	7	172256265	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Glenora Lumber and Building Supplies	\$2,668.00
1324177	4	33	172262666	Norstar (SAVO - July 5)	Lewis Estates Communities Inc.	Mobil Heating and Air Conditioning	\$2,679.00
1324177	4	36	172265258	Norstar (SAVO - July 5)	Lewis Estates Communities Inc.	Mobil Heating and Air Conditioning	\$2,688.00
1525309	27	15	172258255	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Glenora Lumber and Building Supplies	\$2,733.00
1525309	27	16	172258205	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Glenora Lumber and Building Supplies	\$2,734.00
1524128	2	54	172261705	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	Diversified Mechanical	\$2,760.00
1525031	110	16	172265259	Norstar (SAVO - July 5)	Rapperswill Developments Ltd.	Mobil Heating and Air Conditioning	\$2,766.00
1524128	2	55	172260754	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	Diversified Mechanical	\$2,790.00
1225087	2	7	172274813	First Avenue Properties (SAVO - May 16)	Lewis Estates Communities Inc.	Barcol Doors Ltd.	\$2,793.00
1521325	12	36	172274829	First Avenue Properties (SAVO - May 16)	Rosenthal Communities Inc.	Barcol Doors Ltd.	\$2,793.00
1521595	5	15	172274805	Norstar (SAVO - July 5)	Winterburn Developments Inc.	Barcol Doors Ltd.	\$2,793.00
1624038	44	45	172265012	First Avenue Properties (SAVO - April 11)	Lewis Estates Communities Inc.	KNXN Inc.	\$2,840.00
1525031	110	28	172261517	Norstar (SAVO - July 5)	Rapperswill Developments Ltd.	Jayson Global Roofing	\$2,982.00
1525099	25	7	172261267	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Timber-Con Construction Ltd.	\$2,985.00
1521595	5	15	172277551	Norstar (SAVO - July 5)	Winterburn Developments Inc.	Buckwold Western Ltd.	\$3,087.00
1525031	110	16	172253546	Norstar (SAVO - July 5)	Rapperswill Developments Ltd.	Gramar Concrete Service	\$3,108.00
1524128	2	51	172287760	Landrex (SAVO - April 11)	Villeneuve Communities Inc.	Jayson Global Roofing	\$3,129.00
1524128	2	53	172261518	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	Jayson Global Roofing	\$3,129.00
1425124	108	23	172261521	Norstar (SAVO - July 5)	Rapperswill Developments Ltd.	Jayson Global Roofing	\$3,138.00
1513280	42	79	171223128	2014695 Alberta Ltd. (SAVO - June 19)	Westmere Communities Inc.	Guido Caltoni	\$3,193.00
1520531	110	27	172261516	Norstar (SAVO - July 5)	Rapperswill Developments Ltd.	Jayson Global Roofing	\$3,195.00
1524128	2	50	172287761	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	Jayson Global Roofing	\$3,310.00
1525031	110	15	172253545	Norstar (SAVO - July 5)	Rapperswill Developments Ltd.	Gramar Concrete Service	\$3,315.00
1524128	2	30	172261494	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	Jayson Global Roofing	\$3,327.00
1525309	27	7	172287763	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Jayson Global Roofing	\$3,343.00
1524128	2	45	172287767	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	Jayson Global Roofing	\$3,352.00
1525309	27	8	172258261	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Glenora Lumber and Building Supplies	\$3,364.00
1425124	108	24	172261522	Norstar (SAVO - July 5)	Rapperswill Developments Ltd.	Jayson Global Roofing	\$3,443.00
1525309	27	27	172261490	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Jayson Global Roofing	\$3,475.00
1525309	27	28	172261491	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Jayson Global Roofing	\$3,475.00
1624038	44	45	172265013	First Avenue Properties (SAVO - April 11)	Lewis Estates Communities Inc.	KNXN Inc.	\$3,520.00
1525031	110	16	172284724	Norstar (SAVO - July 5)	Rapperswill Developments Ltd.	Alberta Deck Shop	\$3,600.00
1525309	27	8	172287764	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Jayson Global Roofing	\$3,648.00
1525309	27	15	172287766	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Jayson Global Roofing	\$3,648.00
1525309	27	16	172287765	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Jayson Global Roofing	\$3,648.00
1524128	2	52	172261519	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	Jayson Global Roofing	\$3,670.00
1524128	2	45	172265313	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	Mobil Heating and Air Conditioning	\$3,743.00
1225087	2	7	172262139	First Avenue Properties (SAVO - May 16)	Lewis Estates Communities Inc.	Alberta Deck Shop	\$3,750.00
1521325	12	36	172261887	First Avenue Properties (SAVO - May 16)	Rosenthal Communities Inc.	Alberta Deck Shop	\$3,750.00
1324177	4	36	172262143	Norstar (SAVO - July 5)	Lewis Estates Communities Inc.	Alberta Deck Shop	\$3,750.00
1524128	2	31	172261493	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	Jayson Global Roofing	\$3,845.00
1521595	5	15	172258200	Norstar (SAVO - July 5)	Winterburn Developments Inc.	Glenora Lumber and Building Supplies	\$3,922.00
1521325	3	50	172261268	Norstar (SAVO - July 5)	Rosenthal Communities Inc.	Timber-Con Construction Ltd.	\$3,948.00

1425124 108	68	172287762	Norstar (SAVO - July 5)	Rapperswill Developments Ltd.	Jayson Global Roofing	\$4,231.00	\$4,231.00	\$4,231.00
1525309 27	15	172258522	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Divine Hardwood Flooring Ltd.	\$4,242.00	\$4,242.00	\$4,242.00
1513280 42	68	171220110	I. Toor (SAVO - May 16)	Westmere Communities Inc.	Ultra-Lite Overhead Doors Ltd.	\$4,297.00	\$4,297.00	\$4,297.00
1525309 27	8	172261913	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Diversified Mechanical	\$4,352.00	\$4,352.00	\$4,352.00
1425124 107	11	172253540	2072604-Alberta Ltd. (SAVO - April 11)	Rapperswill Developments Ltd.	Gramar Concrete Service	\$4,371.00	\$4,371.00	\$4,371.00
1324177 4	36	172282025	Norstar (SAVO - July 5)	Lewis Estates Communities Inc.	A Clark Roofing & Siding Lp.	\$4,806.00	\$4,806.00	\$4,806.00
1425124 109	7	172253544	Norstar (SAVO - July 5)	Rapperswill Developments Ltd.	Gramar Concrete Service	\$4,884.00	\$4,884.00	\$4,884.00
1524128 2	45	172258504	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	Divine Hardwood Flooring Ltd.	\$4,972.00	\$4,972.00	\$4,972.00
1520531 110	27	172234299	Norstar (SAVO - July 5)	Rapperswill Developments Ltd.	All Complete Excavating Corporation	\$5,040.00	\$5,040.00	\$5,040.00
1525031 110	28	172234295	Norstar (SAVO - July 5)	Rapperswill Developments Ltd.	All Complete Excavating Corporation	\$5,040.00	\$5,040.00	\$5,040.00
1521325 12	25	172260415	Norstar (SAVO - July 5)	Rosenthal Communities Inc.	Lehigh Hanson Materials Limited	\$5,084.00	\$5,084.00	\$5,084.00
1524128 2	30	172234271	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	All Complete Excavating Corporation	\$5,129.00	\$5,129.00	\$5,129.00
1524128 2	31	172234277	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	All Complete Excavating Corporation	\$5,129.00	\$5,129.00	\$5,129.00
1524128 2	54	172234276	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	All Complete Excavating Corporation	\$5,129.00	\$5,129.00	\$5,129.00
1524128 2	55	172234284	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	All Complete Excavating Corporation	\$5,129.00	\$5,129.00	\$5,129.00
1225087 2	7	172261924	First Avenue Properties (SAVO - May 16)	Lewis Estates Communities Inc.	A Clark Roofing & Siding Lp.	\$5,442.00	\$5,442.00	\$5,442.00
1524128 2	32	172234267	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	All Complete Excavating Corporation	\$5,454.00	\$5,454.00	\$5,454.00
1524128 2	33	172234270	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	All Complete Excavating Corporation	\$5,454.00	\$5,454.00	\$5,454.00
1524128 2	51	172265316	Landrex (SAVO - April 11)	Villeneuve Communities Inc.	Mobil Heating and Air Conditioning	\$5,533.00	\$5,533.00	\$5,533.00
1525031 110	15	172265260	Norstar (SAVO - July 5)	Rapperswill Developments Ltd.	Mobil Heating and Air Conditioning	\$5,533.00	\$5,533.00	\$5,533.00
1525309 27	28	172260703	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Diversified Mechanical	\$5,534.00	\$5,534.00	\$5,534.00
1525099 25	3	172261520	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Jayson Global Roofing	\$5,551.00	\$5,551.00	\$5,551.00
1525309 27	27	172244851	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Allsons Electric Ltd.	\$5,610.00	\$5,610.00	\$5,610.00
1525309 27	28	172244854	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Allsons Electric Ltd.	\$5,610.00	\$5,610.00	\$5,610.00
1610755 4	55	171223395	Genesis (SAVO - April 23)	Genesis Land Development Corp.	Majestic Electric Inc.	\$5,944.00	\$5,944.00	\$5,944.00
1521595 5	15	172265255	Norstar (SAVO - July 5)	Winterburn Developments Inc.	Mobil Heating and Air Conditioning	\$6,184.00	\$6,184.00	\$6,184.00
1524128 2	50	172265315	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	Mobil Heating and Air Conditioning	\$6,216.00	\$6,216.00	\$6,216.00
1520531 110	27	172264349	Norstar (SAVO - July 5)	Rapperswill Developments Ltd.	Always Plumbing and Heating Ltd.	\$6,279.00	\$6,279.00	\$6,279.00
1624038 44	110	172253555	First Avenue Properties (SAVO - April 11)	Lewis Estates Communities Inc.	Gem Cabinets	\$6,460.00	\$6,460.00	\$6,460.00
1525309 27	7	172253562	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Gem Cabinets	\$6,470.00	\$6,470.00	\$6,470.00
1525309 27	15	172253482	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Gem Cabinets	\$6,470.00	\$6,470.00	\$6,470.00
1624038 44	109	172253556	First Avenue Properties (SAVO - April 11)	Lewis Estates Communities Inc.	Gem Cabinets	\$6,534.00	\$6,534.00	\$6,534.00
1525309 27	8	172253563	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Gem Cabinets	\$6,539.00	\$6,539.00	\$6,539.00
1524128 2	52	172234285	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	All Complete Excavating Corporation	\$6,599.00	\$6,599.00	\$6,599.00
1525031 110	16	172253560	Norstar (SAVO - July 5)	Rapperswill Developments Ltd.	Gem Cabinets	\$6,689.00	\$6,689.00	\$6,689.00
1520531 110	15	172253559	Norstar (SAVO - July 5)	Rapperswill Developments Ltd.	Gem Cabinets	\$6,707.00	\$6,707.00	\$6,707.00
1525309 27	16	172253478	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Gem Cabinets	\$6,792.00	\$6,792.00	\$6,792.00
1524128 2	53	172234268	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	All Complete Excavating Corporation	\$6,858.00	\$6,858.00	\$6,858.00
1524128 2	31	172261726	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	Diversified Mechanical	\$7,011.00	\$7,011.00	\$7,011.00
1525309 27	7	172255635	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Allsons Electric Ltd.	\$7,033.00	\$7,033.00	\$7,033.00
1513280 42	79	171222728	2014695 Alberta Ltd. (SAVO - June 19)	Westmere Communities Inc.	Glenow Canada Ltd.	\$7,168.00	\$7,168.00	\$7,168.00
1525099 25	7	172260439	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Lehigh Hanson Materials Limited	\$7,204.00	\$7,204.00	\$7,204.00
1524128 2	50	172234273	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	All Complete Excavating Corporation	\$7,255.00	\$7,255.00	\$7,255.00
1521595 5	15	172253561	Norstar (SAVO - July 5)	Winterburn Developments Inc.	Gem Cabinets	\$7,357.00	\$7,357.00	\$7,357.00
1610755 5	81	171223659	Genesis (SAVO - April 23)	Genesis Land Development Corp.	R. and R. Bruno Enterprise	\$7,392.00	\$7,392.00	\$7,392.00
1610755 4	55	171223667	Genesis (SAVO - April 23)	Genesis Land Development Corp.	R. and R. Bruno Enterprise	\$7,413.00	\$7,413.00	\$7,413.00

1610755 4	64	171219688	Genesis (SAVO - April 23)	Genesis Land Development Corp.	Sucasa Construction Ltd.	\$7,438.00	\$7,438.00
1525309 27	8	172255636	Norstar (SAVO - July 5)	Jespedale Communities Inc.	Allsons Electric Ltd.	\$7,492.00	\$7,492.00
1524128 2	51	172234266	Landrex (SAVO - April 11)	Villeneuve Communities Inc.	All Complete Excavating Corporation	\$7,501.00	\$7,501.00
1524128 2	30	172261766	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	Diversified Mechanical	\$7,513.00	\$7,513.00
1524128 2	45	172253479	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	Gem Cabinets	\$7,551.00	\$7,551.00
1324177 4	33	172260424	Norstar (SAVO - July 5)	Lewis Estates Communities Inc.	Lehigh Hanson Materials Limited	\$7,572.00	\$7,572.00
1525309 27	15	172255029	Norstar (SAVO - July 5)	Jespedale Communities Inc.	Allsons Electric Ltd.	\$7,745.00	\$7,745.00
1525309 27	16	172255028	Norstar (SAVO - July 5)	Jespedale Communities Inc.	Allsons Electric Ltd.	\$7,745.00	\$7,745.00
1524128 2	32	172268251	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	Igloo Building Supplies Group Ltd.	\$7,774.00	\$7,774.00
1524128 2	33	172268258	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	Igloo Building Supplies Group Ltd.	\$7,774.00	\$7,774.00
1610755 5	85	171223645	Genesis (SAVO - April 23)	Genesis Land Development Corp.	R. and R. Bruno Enterprise	\$7,906.00	\$7,906.00
1610755 5	79	171223646	Genesis (SAVO - April 23)	Genesis Land Development Corp.	R. and R. Bruno Enterprise	\$7,927.00	\$7,927.00
1525309 27	8	172260600	Norstar (SAVO - July 5)	Jespedale Communities Inc.	Rainuard Eavestrouthing (Edm.) Ltd.	\$7,980.00	\$7,980.00
1513280 42	79	171223629	2014695 Alberta Ltd. (SAVO - June 19)	Westmere Communities Inc.	R. and R. Bruno Enterprise	\$7,985.00	\$7,985.00
1425124 109	7	172253558	Norstar (SAVO - July 5)	Rapperswill Developments Ltd.	Gem Cabinets	\$8,035.00	\$8,035.00
1525309 27	7	172260645	Norstar (SAVO - July 5)	Jespedale Communities Inc.	Rainuard Eavestrouthing (Edm.) Ltd.	\$8,136.00	\$8,136.00
1521325 3	50	172260468	Norstar (SAVO - July 5)	Rosenthal Communities Inc.	Lehigh Hanson Materials Limited	\$8,190.00	\$8,190.00
1610755 5	92	171218541	Genesis (SAVO - April 23)	Genesis Land Development Corp.	Cochrane Creations Ltd.	\$8,234.00	\$8,234.00
1524128 2	30	1722695309	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	Mobil Heating and Air Conditioning	\$8,300.00	\$8,300.00
1524128 2	31	172265310	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	Mobil Heating and Air Conditioning	\$8,300.00	\$8,300.00
1610755 4	55	171222505	Genesis (SAVO - April 23)	Genesis Land Development Corp.	Pratto Excavating	\$8,313.00	\$8,313.00
1525309 27	27	172268244	Norstar (SAVO - July 5)	Jespedale Communities Inc.	Igloo Building Supplies Group Ltd.	\$8,384.00	\$8,384.00
1525309 27	28	172268241	Norstar (SAVO - July 5)	Jespedale Communities Inc.	Igloo Building Supplies Group Ltd.	\$8,384.00	\$8,384.00
1610755 5	101	171223644	Genesis (SAVO - April 23)	Genesis Land Development Corp.	R. and R. Bruno Enterprise	\$8,463.00	\$8,463.00
1513280 42	67	171221282	A. Toor (SAVO - May 16)	Westmere Communities Inc.	Monarch Siding Centre Inc.	\$8,525.00	\$8,525.00
1525031 110	28	172264345	Norstar (SAVO - July 5)	Rapperswill Developments Ltd.	Always Plumbing and Heating Ltd.	\$8,533.00	\$8,533.00
1521595 5	15	172255631	Norstar (SAVO - July 5)	Winterburn Developments Inc.	Allsons Electric Ltd.	\$8,727.00	\$8,727.00
1525099 25	3	172260764	Norstar (SAVO - July 5)	Jespedale Communities Inc.	Diversified Mechanical	\$8,803.00	\$8,803.00
1525309 27	28	172260608	Norstar (SAVO - July 5)	Jespedale Communities Inc.	Rainuard Eavestrouthing (Edm.) Ltd.	\$8,840.00	\$8,840.00
1610755 4	64	171217479	Genesis (SAVO - April 23)	Genesis Land Development Corp.	Crystal Waters Plumbing Company	\$8,990.00	\$8,990.00
1524128 2	51	172260684	Landrex (SAVO - April 11)	Villeneuve Communities Inc.	Diversified Mechanical	\$8,994.00	\$8,994.00
1513280 44	19	171222729	Divine Luxury (SAVO - July 5)	Westmere Communities Inc.	Glenow Canada Ltd.	\$9,008.00	\$9,008.00
1610755 4	64	171221108	Genesis (SAVO - April 23)	Genesis Land Development Corp.	Monarch Siding Centre Inc.	\$9,028.00	\$9,028.00
1610755 5	92	171220020	Genesis (SAVO - April 23)	Genesis Land Development Corp.	Aaron Exteriors	\$9,040.00	\$9,040.00
1525309 27	15	172260731	Norstar (SAVO - July 5)	Jespedale Communities Inc.	Diversified Mechanical	\$9,119.00	\$9,119.00
1525309 27	16	172261809	Norstar (SAVO - July 5)	Jespedale Communities Inc.	Diversified Mechanical	\$9,119.00	\$9,119.00
1513280 42	66	171222727	Dhalwal (SAVO - May 16)	Westmere Communities Inc.	Glenow Canada Ltd.	\$9,140.00	\$9,140.00
1324177 4	36	172260763	Norstar (SAVO - July 5)	Lewis Estates Communities Inc.	Diversified Mechanical	\$9,178.00	\$9,178.00
1610755 5	85	171222413	Genesis (SAVO - April 23)	Genesis Land Development Corp.	Lehigh Hanson Materials Limited	\$9,226.00	\$9,226.00
1521325 12	36	172255026	First Avenue Properties (SAVO - May 16)	Rosenthal Communities Inc.	Allsons Electric Ltd.	\$9,462.00	\$9,462.00
1513280 44	19	171217507	Divine Luxury (SAVO - July 5)	Westmere Communities Inc.	Crystal Waters Plumbing Company	\$9,647.00	\$9,647.00
1525099 25	7	172260725	Norstar (SAVO - July 5)	Jespedale Communities Inc.	Diversified Mechanical	\$9,648.00	\$9,648.00
1521325 12	36	172263595	First Avenue Properties (SAVO - May 16)	Rosenthal Communities Inc.	Mobil Heating and Air Conditioning	\$9,690.00	\$9,690.00
1525309 27	7	172253532	Norstar (SAVO - July 5)	Jespedale Communities Inc.	Gramar Concrete Service (Edm.) Ltd.	\$9,782.00	\$9,782.00
1525309 27	16	172260628	Norstar (SAVO - July 5)	Jespedale Communities Inc.	Rainuard Eavestrouthing (Edm.) Ltd.	\$9,917.00	\$9,917.00
1525309 27	15	172260694	Norstar (SAVO - July 5)	Jespedale Communities Inc.	Rainuard Eavestrouthing (Edm.) Ltd.	\$9,939.00	\$9,939.00
1225087 2	7	172260769	First Avenue Properties (SAVO - May 16)	Lewis Estates Communities Inc.	Diversified Mechanical	\$10,131.00	\$10,131.00
1610755 5	90	171221095	Genesis (SAVO - April 23)	Genesis Land Development Corp.	Monarch Siding Centre Inc.	\$10,293.00	\$10,293.00

1610755 5	81	171222481	Genesis (SAVO - April 23)	Genesis Land Development Corp.	Pratico Excavating	\$10,331.00	\$10,331.00
1610755 5	79	171222482	Genesis (SAVO - April 23)	Genesis Land Development Corp.	Pratico Excavating	\$10,471.00	\$10,471.00
1513280 42	79	171217441	2014695 Alberta Ltd. (SAVO - June 19)	Westmere Communities Inc.	Crystal Waters Plumbing Company	\$10,481.00	\$10,481.00
1610755 5	85	171222828	Genesis (SAVO - April 23)	Genesis Land Development Corp.	Glenow Canada Ltd.	\$10,513.00	\$10,513.00
1225087 2	7	172265257	First Avenue Properties (SAVO - May 16)	Lewis Estates Communities Inc.	Mobil Heating and Air Conditioning	\$10,517.00	\$10,517.00
1610755 5	92	171217495	Genesis (SAVO - April 23)	Genesis Land Development Corp.	Crystal Waters Plumbing Company	\$10,599.00	\$10,599.00
1524128 2	45	172261796	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	Diversified Mechanical	\$10,621.00	\$10,621.00
1610755 5	101	171220036	Genesis (SAVO - April 23)	Genesis Land Development Corp.	Aaron Exteriors	\$10,710.00	\$10,710.00
1225087 2	7	172255031	First Avenue Properties (SAVO - May 16)	Lewis Estates Communities Inc.	Alsons Electric Ltd.	\$10,774.00	\$10,774.00
1513280 42	66	171217501	Dhalwal (SAVO - May 16)	Westmere Communities Inc.	Crystal Waters Plumbing Company	\$10,792.00	\$10,792.00
1610755 4	64	171222831	Genesis (SAVO - April 23)	Genesis Land Development Corp.	Glenow Canada Ltd.	\$10,796.00	\$10,796.00
1610755 5	101	171222830	Genesis (SAVO - April 23)	Genesis Land Development Corp.	Glenow Canada Ltd.	\$10,797.00	\$10,797.00
1525309 27	27	172260949	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Rainguard Eavestroughing (Edm.) Ltd.	\$10,847.00	\$10,847.00
1610755 4	55	171222443	Genesis (SAVO - April 23)	Genesis Land Development Corp.	Lehigh Hanson Materials Limited	\$10,888.00	\$10,888.00
1513280 42	79	171220035	2014695 Alberta Ltd. (SAVO - June 19)	Westmere Communities Inc.	Aaron Exteriors	\$11,109.00	\$11,109.00
1513280 42	79	171224037	2014695 Alberta Ltd. (SAVO - June 19)	Westmere Communities Inc.	Kitco Construction Ltd.	\$11,122.00	\$11,122.00
1513280 42	67	171217457	A. Toor (SAVO - May 16)	Westmere Communities Inc.	Crystal Waters Plumbing Company	\$11,145.00	\$11,145.00
1513280 42	68	171217505	I. Toor (SAVO - May 16)	Westmere Communities Inc.	Crystal Waters Plumbing Company	\$11,225.00	\$11,225.00
1610755 4	64	171220034	Genesis (SAVO - April 23)	Genesis Land Development Corp.	Aaron Exteriors	\$11,287.00	\$11,287.00
1525309 27	28	172253535	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Gramar Concrete Service	\$11,371.00	\$11,371.00
1521995 5	15	172257639	Norstar (SAVO - July 5)	Winterburn Developments Inc.	Gramar Concrete Service	\$11,492.00	\$11,492.00
1610755 5	101	171221022	Genesis (SAVO - April 23)	Genesis Land Development Corp.	Pratico Excavating	\$11,792.00	\$11,792.00
1513280 42	66	171223660	Dhalwal (SAVO - May 16)	Westmere Communities Inc.	Majestic Electric Inc.	\$11,956.00	\$11,956.00
1624038 44	91	172260463	First Avenue Properties (SAVO - April 11)	Lewis Estates Communities Inc.	Lehigh Hanson Materials Limited	\$12,077.00	\$12,077.00
1610755 5	85	171222480	Genesis (SAVO - April 23)	Genesis Land Development Corp.	Pratico Excavating	\$12,124.00	\$12,124.00
1610755 5	81	171222360	Genesis (SAVO - April 23)	Genesis Land Development Corp.	Lehigh Hanson Materials Limited	\$12,197.00	\$12,197.00
1521595 5	15	172260722	Norstar (SAVO - July 5)	Winterburn Developments Inc.	Diversified Mechanical	\$12,256.00	\$12,256.00
1610755 5	79	171222369	Genesis (SAVO - April 23)	Genesis Land Development Corp.	Lehigh Hanson Materials Limited	\$12,328.00	\$12,328.00
1425124 108	68	172253541	Norstar (SAVO - July 5)	Rapperswill Developments Ltd.	Gramar Concrete Service	\$12,371.00	\$12,371.00
1425124 108	71	172253542	Norstar (SAVO - July 5)	Rapperswill Developments Ltd.	Gramar Concrete Service	\$12,386.00	\$12,386.00
1513280 42	67	171222730	A. Toor (SAVO - May 16)	Westmere Communities Inc.	Glenow Canada Ltd.	\$12,748.00	\$12,748.00
1521595 5	15	172260715	Norstar (SAVO - July 5)	Winterburn Developments Inc.	Rainguard Eavestroughing (Edm.) Ltd.	\$12,872.00	\$12,872.00
1525309 27	15	172253533	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Gramar Concrete Service	\$13,041.00	\$13,041.00
1513280 42	67	171230681	A. Toor (SAVO - May 16)	Westmere Communities Inc.	Breckenridge Concrete Ltd.	\$13,148.00	\$13,148.00
1610755 5	92	171222829	Genesis (SAVO - April 23)	Genesis Land Development Corp.	Glenow Canada Ltd.	\$13,238.00	\$13,238.00
1525309 27	27	172253536	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Gramar Concrete Service	\$13,258.00	\$13,258.00
1525309 27	16	172253534	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Gramar Concrete Service	\$13,585.00	\$13,585.00
1513280 42	68	171230651	I. Toor (SAVO - May 16)	Westmere Communities Inc.	Breckenridge Concrete Ltd.	\$13,941.00	\$13,941.00
1610755 4	64	171222483	Genesis (SAVO - April 23)	Genesis Land Development Corp.	Pratico Excavating	\$14,056.00	\$14,056.00
1513280 44	19	171230570	Divine Luxury (SAVO - July 5)	Westmere Communities Inc.	Breckenridge Concrete Ltd.	\$14,381.00	\$14,381.00
1610755 5	92	171220792	Genesis (SAVO - April 23)	Genesis Land Development Corp.	Sucasa Construction Ltd.	\$14,387.00	\$14,387.00
1513280 42	67	171223658	A. Toor (SAVO - May 16)	Westmere Communities Inc.	Majestic Electric Inc.	\$14,572.00	\$14,572.00
1525099 25	2	172277041	Stepanov/Gillis (SAVO - April 11)	Jesperdale Communities Inc.	Lawnz Inc.	\$14,637.00	\$14,637.00
1521325 12	36	172260680	First Avenue Properties (SAVO - May 16)	Rosenthal Communities Inc.	Rainguard Eavestroughing (Edm.) Ltd.	\$15,379.00	\$15,379.00
1610755 5	90	171224459	Genesis (SAVO - April 23)	Genesis Land Development Corp.	840307 Alberta Ltd.	\$15,961.00	\$15,961.00
1513280 42	67	171221263	A. Toor (SAVO - May 16)	Westmere Communities Inc.	Classic Renovations Inc.	\$16,147.00	\$16,147.00
1513280 42	68	171223657	I. Toor (SAVO - May 16)	Westmere Communities Inc.	Majestic Electric Inc.	\$17,472.00	\$17,472.00
1513280 42	68	171219103	I. Toor (SAVO - May 16)	Westmere Communities Inc.	Prodigy Painting Ltd.	\$17,699.00	\$17,699.00
1524128 2	54	172268234	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	Igloo Building Supplies Group Ltd.	\$18,052.00	\$18,052.00
1524128 2	55	172268238	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	Igloo Building Supplies Group Ltd.	\$18,052.00	\$18,052.00

1525099 25	3	172255336	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Michelle Adolph	\$18,077.00	\$18,077.00
1525099 25	7	172255333	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Michelle Adolph	\$18,357.00	\$18,357.00
1525099 25	2	172278935	Stepanov/Gillis (SAVO - April 11)	Jesperdale Communities Inc.	High Standard Landscape Inc.	\$18,633.00	\$18,633.00
1524128 2	53	172263148	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	Ajax Drywall 2000	\$18,700.00	\$18,700.00
1524128 2	30	172268261	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	Igloo Building Supplies Group Ltd.	\$18,798.00	\$18,798.00
1524128 2	31	172268267	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	Igloo Building Supplies Group Ltd.	\$18,798.00	\$18,798.00
1521595 5	15	172263125	Norstar (SAVO - July 5)	Winterburn Developments Inc.	Ajax Drywall 2000	\$18,886.00	\$18,886.00
1513280 42	79	171221958	2014695 Alberta Ltd. (SAVO - June 19)	Westmere Communities Inc.	Fiander Construction Ltd.	\$19,076.00	\$19,076.00
1513280 42	68	171224370	I. Toor (SAVO - May 16)	Westmere Communities Inc.	840307 Alberta Ltd.	\$19,256.00	\$19,256.00
1610755 4	64	171223593	Genesis (SAVO - April 23)	Genesis Land Development Corp.	Majestic Electric Inc.	\$19,370.00	\$19,370.00
1524128 2	31	172263153	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	Ajax Drywall 2000	\$19,499.00	\$19,499.00
1524128 2	54	172263118	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	Ajax Drywall 2000	\$19,554.00	\$19,554.00
1610755 5	90	171221096	Genesis (SAVO - April 23)	Genesis Land Development Corp.	Classic Renovations Inc.	\$19,581.00	\$19,581.00
1524128 2	45	172263152	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	Ajax Drywall 2000	\$19,774.00	\$19,774.00
1513280 42	68	171221105	I. Toor (SAVO - May 16)	Westmere Communities Inc.	Classic Renovations Inc.	\$19,911.00	\$19,911.00
1524128 2	55	172263117	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	Ajax Drywall 2000	\$19,912.00	\$19,912.00
1524128 2	52	172263149	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	Ajax Drywall 2000	\$20,351.00	\$20,351.00
1524128 2	51	172263150	Landrex (SAVO - April 11)	Villeneuve Communities Inc.	Ajax Drywall 2000	\$20,514.00	\$20,514.00
1513280 42	67	171236669	A. Toor (SAVO - May 16)	Westmere Communities Inc.	840304 Alberta Ltd.	\$20,585.00	\$20,585.00
1524128 2	50	172263115	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	Ajax Drywall 2000	\$20,822.00	\$20,822.00
1524128 2	30	172263154	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	Ajax Drywall 2000	\$21,577.00	\$21,577.00
1225087 2	7	172260885	First Avenue Properties (SAVO - May 16)	Lewis Estates Communities Inc.	Rainguard Eavestroughing (Edm.) Ltd.	\$22,155.00	\$22,155.00
1610755 4	64	171221109	Genesis (SAVO - April 23)	Genesis Land Development Corp.	Classic Renovations Inc.	\$23,393.00	\$23,393.00
1610755 5	85	171218542	Genesis (SAVO - April 23)	Genesis Land Development Corp.	Cochrane Creations Ltd.	\$23,692.00	\$23,692.00
1610755 5	90	171218782	Genesis (SAVO - April 23)	Genesis Land Development Corp.	Breckenridge Concrete Ltd.	\$23,890.00	\$23,890.00
1525099 25	7	172268218	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Igloo Building Supplies Group Ltd.	\$25,066.00	\$25,066.00
1324177 4	36	172263127	Norstar (SAVO - July 5)	Lewis Estates Communities Inc.	Ajax Drywall 2000	\$25,324.00	\$25,324.00
1525099 25	3	172265099	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Igloo Building Supplies Group Ltd.	\$25,844.00	\$25,844.00
1524128 2	51	172262255	Landrex (SAVO - April 11)	Villeneuve Communities Inc.	Alberta Deck Shop	\$27,600.00	\$27,600.00
1524128 2	30	172262255	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	Alberta Deck Shop	\$27,600.00	\$27,600.00
1521325 12	36	172236116	Genesis (SAVO - April 23)	Rosenthal Communities Inc.	Ajax Drywall 2000	\$27,819.00	\$27,819.00
1610755 5	90	171221027	First Avenue Properties (SAVO - May 16)	Genesis Land Development Corp.	Rob's Drywall Services Ltd.	\$28,113.00	\$28,113.00
1610755 4	64	171219426	Genesis (SAVO - April 23)	Genesis Land Development Corp.	Davidson Enman Lumber	\$29,738.00	\$29,738.00
1513280 44	19	171236666	Divine Luxury (SAVO - July 5)	Westmere Communities Inc.	840307 Alberta Ltd.	\$29,909.00	\$29,909.00
1513280 44	19	171221026	Divine Luxury (SAVO - July 5)	Westmere Communities Inc.	Rob's Drywall Services Ltd.	\$30,082.00	\$30,082.00
1513280 42	67	171221028	A. Toor (SAVO - May 16)	Westmere Communities Inc.	Rob's Drywall Services Ltd.	\$30,402.00	\$30,402.00
1513280 42	79	171220943	2014695 Alberta Ltd. (SAVO - June 19)	Westmere Communities Inc.	Double R Building Products	\$30,997.00	\$30,997.00
1610755 4	64	171221006	Genesis (SAVO - April 23)	Genesis Land Development Corp.	Rob's Drywall Services Ltd.	\$31,630.00	\$31,630.00
1610755 5	101	171219447	Genesis (SAVO - April 23)	Genesis Land Development Corp.	Davidson Enman Lumber	\$33,860.00	\$33,860.00
1225087 2	7	172263126	First Avenue Properties (SAVO - May 16)	Lewis Estates Communities Inc.	Ajax Drywall 2000	\$33,930.00	\$33,930.00
1513280 42	66	171220902	Dhalwal (SAVO - May 16)	Westmere Communities Inc.	Double R Building Products	\$34,532.00	\$34,532.00
1610755 5	85	171219403	Genesis (SAVO - April 23)	Genesis Land Development Corp.	Davidson Enman Lumber	\$35,915.00	\$35,915.00
1513280 42	68	171221023	I. Toor (SAVO - May 16)	Westmere Communities Inc.	Rob's Drywall Services Ltd.	\$40,039.00	\$40,039.00
1610755 5	92	171219445	Genesis (SAVO - April 23)	Genesis Land Development Corp.	Davidson Enman Lumber	\$40,363.00	\$40,363.00

Total \$6,971,334.00
Plus 10% \$7,668,467.40
\$14,639,801.40

Appendix C

Note 1: Referencing the furthest right column, these liens have expired for failing to file a Certificate of Lis Pendens within 180 days of registration of the lien as required by the *Builders' Lien Act*.

Plan	Block	Lot	Registration No	SAVO Party	Developer	Lienor	Face Value of Expired Lien
1524128	2	51	172261673	Landrex (SAVO - April 11)	Villeneuve Communities Inc.	1084811 Alberta Ltd.	\$8,554.00
1524128	2	50	172261684	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	1084811 Alberta Ltd.	\$8,269.00
1524128	2	52	172261689	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	1084811 Alberta Ltd.	\$9,784.00
1524128	2	53	172261694	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	1084811 Alberta Ltd.	\$10,556.00
1624038	44	91	172261846	First Avenue Properties (SAVO - April 11)	Lewis Estates Communities Inc.	1286984 Alberta Ltd.	\$741.00
1624038	44	92	172261822	First Avenue Properties (SAVO - April 11)	Lewis Estates Communities Inc.	1286984 Alberta Ltd.	\$741.00
1324177	4	33	172261826	Norstar (SAVO - July 5)	Lewis Estates Communities Inc.	1286984 Alberta Ltd.	\$1,712.00
1521325	3	50	172261825	Norstar (SAVO - July 5)	Rosenthal Communities Inc.	1286984 Alberta Ltd.	\$1,489.00
1521325	12	25	172261824	Norstar (SAVO - July 5)	Rosenthal Communities Inc.	1286984 Alberta Ltd.	\$1,025.00
1525099	25	7	172261845	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	1286984 Alberta Ltd.	\$894.00
1525099	25	3	172254956	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	1502315 Alberta Ltd.	\$348,894.00
1525309	27	7	172254956	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	1502315 Alberta Ltd.	\$348,894.00
1525309	27	8	172254956	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	1502315 Alberta Ltd.	\$348,894.00
1525309	27	15	172254956	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	1502315 Alberta Ltd.	\$348,894.00
1525309	27	16	172254956	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	1502315 Alberta Ltd.	\$348,894.00
1525309	27	27	172254956	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	1502315 Alberta Ltd.	\$348,894.00
1525309	27	28	172254956	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	1502315 Alberta Ltd.	\$348,894.00
1624038	44	91	172266268	First Avenue Properties (SAVO - April 11)	Lewis Estates Communities Inc.	1524666 Alberta Ltd.	\$1,102.00
1624038	44	91	172266257	First Avenue Properties (SAVO - April 11)	Lewis Estates Communities Inc.	1524666 Alberta Ltd.	\$5,674.00
1624038	44	92	172266268	First Avenue Properties (SAVO - April 11)	Lewis Estates Communities Inc.	1524666 Alberta Ltd.	\$1,102.00
1624038	44	92	172266261	First Avenue Properties (SAVO - April 11)	Lewis Estates Communities Inc.	1524666 Alberta Ltd.	\$5,827.00
1324177	4	33	172266267	Norstar (SAVO - July 5)	Lewis Estates Communities Inc.	1524666 Alberta Ltd.	\$582.00
1324177	4	36	172266234	Norstar (SAVO - July 5)	Lewis Estates Communities Inc.	1524666 Alberta Ltd.	\$7,688.00
1521325	3	50	172266258	Norstar (SAVO - July 5)	Rosenthal Communities Inc.	1524666 Alberta Ltd.	\$8,694.00
1521325	12	25	172266259	Norstar (SAVO - July 5)	Rosenthal Communities Inc.	1524666 Alberta Ltd.	\$6,609.00
1525099	25	3	172266206	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	1524666 Alberta Ltd.	\$7,670.00
1521595	5	15	172255428	Norstar (SAVO - July 5)	Winterburn Developments Inc.	976959 Alberta Ltd.	\$4,723.00
1524128	2	45	172255547	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	976959 Alberta Ltd.	\$4,344.00
1525309	27	7	172255432	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	976959 Alberta Ltd.	\$3,632.00
1525309	27	15	172255522	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	976959 Alberta Ltd.	\$3,655.00
1525309	27	16	172255427	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	976959 Alberta Ltd.	\$3,577.00
1525309	27	7	172266004	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Absolute Finishing Ltd.	\$2,613.00
1525309	27	8	172265995	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Absolute Finishing Ltd.	\$2,613.00
1525309	27	15	172266033	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Absolute Finishing Ltd.	\$2,566.00
1525309	27	16	172266041	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Absolute Finishing Ltd.	\$2,613.00
1524128	2	31	172262255	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	Alberta Deck Shop	\$27,600.00
1524128	2	45	172262255	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	Alberta Deck Shop	\$27,600.00
1524128	2	50	172262255	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	Alberta Deck Shop	\$27,600.00
1524128	2	52	172262255	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	Alberta Deck Shop	\$27,600.00
1524128	2	53	172262255	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	Alberta Deck Shop	\$27,600.00
1524128	2	54	172262255	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	Alberta Deck Shop	\$27,600.00

1524128 2	55	172262255	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	Alberta Deck Shop	\$27,600.00
1525309 27	16	172266112	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Alberta Hardwood Flooring (Edm.) Ltd	\$3,753.00
1524128 2	51	172266370	Landrex (SAVO - April 11)	Villeneuve Communities Inc.	All Screwed Pilings Ltd.	\$1,790.00
1524128 2	30	172261398	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	All Screwed Pilings Ltd.	\$1,475.00
1524128 2	31	172261399	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	All Screwed Pilings Ltd.	\$1,727.00
1524128 2	50	172266371	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	All Screwed Pilings Ltd.	\$1,380.00
1524128 2	52	172266376	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	All Screwed Pilings Ltd.	\$1,790.00
1524128 2	53	172266377	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	All Screwed Pilings Ltd.	\$1,380.00
1524128 2	54	172261401	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	All Screwed Pilings Ltd.	\$1,380.00
1524128 2	55	172261400	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	All Screwed Pilings Ltd.	\$1,790.00
1525309 27	15	172266375	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	All Screwed Pilings Ltd.	\$1,984.00
1525309 27	16	172266359	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	All Screwed Pilings Ltd.	\$1,984.00
1521325 12	36	172268519	First Avenue Properties (SAVO - May 16)	Jesperdale Communities Inc.	All Weather Windows Ltd.	\$8,030.00
1324177 4	33	172265142	Norstar (SAVO - July 5)	Lewis Estates Communities Inc.	All Weather Windows Ltd.	\$10,739.00
1324177 4	36	172262906	Norstar (SAVO - July 5)	Lewis Estates Communities Inc.	All Weather Windows Ltd.	\$11,078.00
1521325 3	50	172262866	Norstar (SAVO - July 5)	Rosenthal Communities Inc.	All Weather Windows Ltd.	\$15,322.00
1524128 2	30	172268543	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	All Weather Windows Ltd.	\$6,767.00
1524128 2	31	172262889	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	All Weather Windows Ltd.	\$7,134.00
1524128 2	52	172262961	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	All Weather Windows Ltd.	\$6,358.00
1524128 2	53	172288551	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	All Weather Windows Ltd.	\$7,560.00
1524128 2	54	172262933	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	All Weather Windows Ltd.	\$6,286.00
1524128 2	55	172262964	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	All Weather Windows Ltd.	\$5,719.00
1525099 25	3	172262868	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	All Weather Windows Ltd.	\$9,209.00
1525099 25	7	172262842	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	All Weather Windows Ltd.	\$10,233.00
1525309 27	27	172268584	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	All Weather Windows Ltd.	\$7,681.00
1525309 27	28	172268566	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	All Weather Windows Ltd.	\$8,136.00
1524128 2	54	172281922	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Bill Marling Framing Contractors Ltd.	\$13,522.00
1524128 2	55	172281923	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	Bill Marling Framing Contractors Ltd.	\$14,983.00
1610755 4	64	171220026	Genesis (SAVO - April 23)	Genesis Land Development Corp.	Breckenridge Concrete Ltd.	\$11,772.00
1610755 5	92	171220301	Genesis (SAVO - April 23)	Genesis Land Development Corp.	Breckenridge Concrete Ltd.	\$8,244.00
1513280 42	66	171220261	Dhaliwal (SAVO - May 16)	Westmere Communities Inc.	Breckenridge Concrete Ltd.	\$12,452.00
1513280 42	79	171220332	2014695 Alberta Ltd. (SAVO - June 19)	Westmere Communities Inc.	Breckenridge Concrete Ltd.	\$15,078.00
1324177 4	36	172260305	Norstar (SAVO - July 5)	Lewis Estates Communities Inc.	Brisam Contracting Ltd.	\$19,526.00
1610755 4	64	171233589	Genesis (SAVO - April 23)	Genesis Land Development Corp.	Canadian Independent House Inspectors	\$16,319.00
1610755 5	92	171233589	Genesis (SAVO - April 23)	Genesis Land Development Corp.	Canadian Independent House Inspectors	\$16,319.00
1513280 42	66	171233589	Dhaliwal (SAVO - May 16)	Westmere Communities Inc.	Canadian Independent House Inspectors	\$16,319.00
1513280 42	67	171233589	A. Toor (SAVO - May 16)	Westmere Communities Inc.	Canadian Independent House Inspectors	\$16,319.00
1513280 42	79	171233589	2014695 Alberta Ltd. (SAVO - June 19)	Westmere Communities Inc.	Canadian Independent House Inspectors	\$16,319.00
1513280 44	19	171233589	Divine Luxury Alberta Ltd. (SAVO - July 5)	Westmere Communities Inc.	Canadian Independent House Inspectors	\$16,319.00
1610755 5	85	171217461	Genesis (SAVO - April 23)	Genesis Land Development Corp.	Crystal Waters Plumbing Company	\$934.00
1610755 5	90	171217443	Genesis (SAVO - April 23)	Genesis Land Development Corp.	Crystal Waters Plumbing Company	\$9,490.00
1610755 5	101	171220589	Genesis (SAVO - April 23)	Genesis Land Development Corp.	Crystal Waters Plumbing Company	\$955.00
1513280 42	79	171217482	2014695 Alberta Ltd. (SAVO - June 19)	Westmere Communities Inc.	Crystal Waters Plumbing Company	\$10,481.00
1425124 107	11	172266007	2072604 Alberta Ltd. (SAVO - April 11)	Rapperswill Developments Ltd.	Crystal Waters Plumbing Company	\$525.00
1525099 25	2	172263059	Stepanov/Gillis (SAVO - April 11)	Jesperdale Communities Inc.	Debara Cleaning Ltd.	\$1,312.00
1624038 44	109	172263051	First Avenue Properties (SAVO - April 11)	Lewis Estates Communities Inc.	Debara Cleaning Ltd.	\$526.00

1624038	44	110	172263047	First Avenue Properties (SAVO - April 11)	Lewis Estates Communities Inc.	Debara Cleaning Ltd.	\$526.00
1525309	27	11	172263058	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Debara Cleaning Ltd.	\$1,260.00
1610755	4	64	171221853	Genesis (SAVO - April 23)	Genesis Land Development Corp.	Diamond Fireplace Distributors Ltd.	\$3,003.00
1610755	5	90	171221854	Genesis (SAVO - April 23)	Genesis Land Development Corp.	Diamond Fireplace Distributors Ltd.	\$5,810.00
1513280	42	66	171221857	Dhalialwal (SAVO - May 16)	Westmere Communities Inc.	Diamond Fireplace Distributors Ltd.	\$5,244.00
1513280	42	67	171221918	A. Toor (SAVO - May 16)	Westmere Communities Inc.	Diamond Fireplace Distributors Ltd.	\$12,261.00
1513280	42	68	171221914	I. Toor (SAVO - May 16)	Westmere Communities Inc.	Diamond Fireplace Distributors Ltd.	\$7,823.00
1513280	42	79	171221913	2014695 Alberta Ltd. (SAVO - June 19)	Westmere Communities Inc.	Diamond Fireplace Distributors Ltd.	\$1,013.00
1513280	44	19	171221860	Divine Luxury (SAVO - July 5)	Westmere Communities Inc.	Diamond Fireplace Distributors Ltd.	\$8,286.00
1524128	3	25	172261711	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	Diversified Mechanical	\$4,585.00
1525309	27	7	172261953	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Diversified Mechanical	\$4,961.00
1525309	27	15	172295577	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	DP Express Ltd.	\$400.00
1525309	27	7	172266097	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	EBM Painting and Coating Ltd.	\$4,780.00
1525309	27	8	172266096	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	EBM Painting and Coating Ltd.	\$4,843.00
1525309	27	15	172266221	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	EBM Painting and Coating Ltd.	\$4,780.00
1525309	27	16	172266113	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	EBM Painting and Coating Ltd.	\$4,843.00
1525309	27	23	172266093	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	EBM Painting and Coating Ltd.	\$409.00
1525309	27	24	172266092	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	EBM Painting and Coating Ltd.	\$426.00
1624038	44	109	172265033	First Avenue Properties (SAVO - April 11)	Lewis Estates Communities Inc.	Frank's Masonry Inc.	\$3,213.00
1624038	44	110	172265042	First Avenue Properties (SAVO - April 11)	Lewis Estates Communities Inc.	Frank's Masonry Inc.	\$3,748.00
1521325	12	36	172265029	First Avenue Properties (SAVO - May 16)	Rosenthal Communities Inc.	Frank's Masonry Inc.	\$1,526.00
1521595	5	15	172265044	Norstar (SAVO - July 5)	Winterburn Developments Inc.	Frank's Masonry Inc.	\$1,740.00
1525309	27	7	172265046	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Frank's Masonry Inc.	\$2,568.00
1525309	27	8	172265047	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Frank's Masonry Inc.	\$2,142.00
1525309	27	8	172265025	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Frank's Masonry Inc.	\$3,213.00
1525309	27	15	172265026	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Frank's Masonry Inc.	\$3,694.00
1525309	27	16	172265024	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Frank's Masonry Inc.	\$3,266.00
1525309	27	27	172265036	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Frank's Masonry Inc.	\$3,694.00
1525309	27	28	172265027	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Frank's Masonry Inc.	\$2,436.00
1524128	2	30	172266250	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	G 'N Q Construction Ltd.	\$1,295.00
1524128	3	25	172266255	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	G 'N Q Construction Ltd.	\$872.00
1525309	27	27	172266248	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	G 'N Q Construction Ltd.	\$330.00
1525309	27	28	172266254	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	G 'N Q Construction Ltd.	\$330.00
1610755	5	101	171225541	Genesis (SAVO - April 23)	Genesis Land Development Corp.	High Caliber Construction Inc.	\$19,164.00
1525309	27	1	172278935	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	High Standard Landscape Inc.	\$18,633.00
1525309	27	2	172278935	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	High Standard Landscape Inc.	\$18,633.00
1524128	2	55	172261495	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	Jayson Global Roofing	\$1,809.00
1525099	25	2	172268352	Stepanov/Gillis (SAVO - April 11)	Jesperdale Communities Inc.	Jovan Corp.	\$436.00
1525309	27	1	172268380	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Jovan Corp.	\$403.00
1525309	27	2	172268379	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Jovan Corp.	\$491.00
1525309	27	11	172268371	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Jovan Corp.	\$533.00
1525309	27	12	172268381	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Jovan Corp.	\$445.00
1525309	27	8	172266637	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	Julian Ceramic Tile Inc.	\$1,051.00
1524128	2	30	172264677	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	Lansher Framing Ltd.	\$14,839.00
1524128	2	31	172264674	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	Lansher Framing Ltd.	\$14,940.00
1524128	2	52	172264675	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	Lansher Framing Ltd.	\$16,272.00

1524128 2	53	172264676	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	Lansher Framing Ltd.	\$14,478.00
1525099 25	2	172264501	Stepanov/Gillis (SAVO - April 11)	Jesperdale Communities Inc.	Lawnz Inc.	\$14,637.00
1525099 25	2	172264499	Stepanov/Gillis (SAVO - April 11)	Jesperdale Communities Inc.	Lawnz Inc.	\$16,359.00
1525099 25	2	172264500	Stepanov/Gillis (SAVO - April 11)	Jesperdale Communities Inc.	Lawnz Inc.	\$20,448.00
1525309 27	1	172264501	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Lawnz Inc.	\$14,637.00
1525309 27	1	172277041	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Lawnz Inc.	\$14,637.00
1525309 27	1	172264499	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Lawnz Inc.	\$16,359.00
1525309 27	1	172264500	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Lawnz Inc.	\$20,448.00
1525309 27	2	172264501	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Lawnz Inc.	\$14,637.00
1525309 27	2	172277041	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Lawnz Inc.	\$16,359.00
1525309 27	2	172264499	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Lawnz Inc.	\$20,448.00
1525309 27	2	172264500	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Lawnz Inc.	\$16,359.00
1624038 44	92	172260463	First Avenue Properties (SAVO - April 11)	Jesperdale Communities Inc.	Lawnz Inc.	\$20,448.00
1525309 27	11	172266451	Norstar (SAVO - July 5)	Lewis Estates Communities Inc.	Lehigh Hanson Materials Limited	\$12,077.00
1525309 27	12	172266434	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Mac Land Works and Consulting Ltd.	\$619.00
1525309 27	15	172266450	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Mac Land Works and Consulting Ltd.	\$619.00
1525309 27	16	172266449	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Mac Land Works and Consulting Ltd.	\$619.00
1525309 27	23	172266448	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Mac Land Works and Consulting Ltd.	\$619.00
1525309 27	24	172266447	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Mac Land Works and Consulting Ltd.	\$619.00
1610765 5	79	171223719	Genesis (SAVO - April 23)	Jesperdale Communities Inc.	Mac Land Works and Consulting Ltd.	\$619.00
1513280 44	19	171223721	Divine Luxury (SAVO - July 5)	Genesis Land Development Corp.	Mac Land Works and Consulting Ltd.	\$619.00
1525099 25	3	172265345	Norstar (SAVO - July 5)	Westmere Communities Inc.	Majestic Electric Inc.	\$903.00
1525309 27	7	172265244	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Majestic Electric Inc.	\$18,376.00
1525309 27	8	172265245	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Mobil Heating and Air Conditioning	\$2,692.00
1525309 27	15	172265248	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Mobil Heating and Air Conditioning	\$5,975.00
1525309 27	16	172265249	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Mobil Heating and Air Conditioning	\$5,975.00
1624038 44	91	172254867	First Avenue Properties (SAVO - April 11)	Jesperdale Communities Inc.	Mobil Heating and Air Conditioning	\$7,029.00
1624038 44	92	172254873	First Avenue Properties (SAVO - April 11)	Lewis Estates Communities Inc.	Mobil Heating and Air Conditioning	\$7,029.00
1324177 4	33	172254906	Norstar (SAVO - July 5)	Lewis Estates Communities Inc.	Nelson Lumber Company Inc.	\$661.00
1324177 4	36	172254860	Norstar (SAVO - July 5)	Lewis Estates Communities Inc.	Nelson Lumber Company Inc.	\$681.00
1521325 3	50	172254876	Norstar (SAVO - July 5)	Lewis Estates Communities Inc.	Nelson Lumber Company Inc.	\$2,503.00
1521325 12	25	172254891	Norstar (SAVO - July 5)	Rosenthal Communities Inc.	Nelson Lumber Company Inc.	\$24,787.00
1521595 5	15	172254821	Norstar (SAVO - July 5)	Rosenthal Communities Inc.	Nelson Lumber Company Inc.	\$2,184.00
1524128 2	30	172254902	Norstar (SAVO - July 5)	Winterburn Developments Inc.	Nelson Lumber Company Inc.	\$754.00
1324177 4	33	172262434	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	Nelson Lumber Company Inc.	\$5,100.00
1521325 3	50	172262441	Norstar (SAVO - July 5)	Lewis Estates Communities Inc.	Nelson Lumber Company Inc.	\$329.00
1521325 3	50	172262435	Norstar (SAVO - July 5)	Rosenthal Communities Inc.	Nivek Construction Ltd.	\$1,118.00
1525099 25	3	172262442	Norstar (SAVO - July 5)	Rosenthal Communities Inc.	Nivek Construction Ltd.	\$1,050.00
1525099 25	7	172262440	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Nivek Construction Ltd.	\$1,349.00
1521325 12	8	172263160	Pacesetter Homes (SAVO - April 11)	Jesperdale Communities Inc.	Nivek Construction Ltd.	\$1,141.00
1524128 3	6	172263162	Pacesetter Homes (SAVO - April 11)	Lewis Estates Communities Inc.	Nivek Construction Ltd.	\$1,018.00
1524128 3	5	172263164	Pacesetter Homes (SAVO - April 11)	Lewis Estates Communities Inc.	Pais Geomatics Corp.	\$719.00
1624038 44	91	172263158	First Avenue Properties (SAVO - April 11)	Villeneuve Communities Inc.	Pais Geomatics Corp.	\$504.00
1624038 44	92	172263156	First Avenue Properties (SAVO - April 11)	Lewis Estates Communities Inc.	Pais Geomatics Corp.	\$504.00
1324177 4	33	172263120	Norstar (SAVO - July 5)	Lewis Estates Communities Inc.	Pais Geomatics Corp.	\$504.00
1521325 3	50	172263131	Norstar (SAVO - July 5)	Rosenthal Communities Inc.	Pais Geomatics Corp.	\$719.00

1521325 12	25	172263161	Norstar (SAVO - July 5)	Rosenthal Communities Inc.	Pais Geomatics Corp.	\$719.00
1610755 4	55	171229311	Genesis (SAVO - April 23)	Genesis Land Development Corp.	Prairie Pipe Sales Ltd	\$2,079.00
1610755 4	64	171231187	Genesis (SAVO - April 23)	Genesis Land Development Corp.	Prairie Pipe Sales Ltd	\$4,070.00
1610755 5	79	171220408	Genesis (SAVO - April 23)	Genesis Land Development Corp.	Prairie Pipe Sales Ltd	\$2,097.00
1610755 5	81	171220292	Genesis (SAVO - April 23)	Genesis Land Development Corp.	Prairie Pipe Sales Ltd	\$1,799.00
1610755 5	85	171220275	Genesis (SAVO - April 23)	Genesis Land Development Corp.	Prairie Pipe Sales Ltd	\$3,536.00
1610755 5	92	171229298	Genesis (SAVO - April 23)	Genesis Land Development Corp.	Prairie Pipe Sales Ltd	\$2,936.00
1610755 5	101	171219349	Genesis (SAVO - April 23)	Genesis Land Development Corp.	Prairie Pipe Sales Ltd	\$3,757.00
1513280 44	19	171220224	Divine Luxury (SAVO - July 5)	Westmere Communities Inc.	Prairie Pipe Sales Ltd	\$1,396.00
1610755 4	64	171225765	Genesis (SAVO - April 23)	Genesis Land Development Corp.	Precision Audio and Design Ltd.	\$1,674.00
1513280 42	66	171225729	Dhaliwal (SAVO - May 16)	Westmere Communities Inc.	Precision Audio and Design Ltd.	\$1,963.00
1513280 42	67	171225793	A. Toor (SAVO - May 16)	Westmere Communities Inc.	Precision Audio and Design Ltd.	\$1,396.00
1513280 42	79	171225785	2014695 Alberta Ltd. (SAVO - June 19)	Westmere Communities Inc.	Precision Audio and Design Ltd.	\$1,449.00
1513280 44	19	171225803	Divine Luxury (SAVO - July 5)	Westmere Communities Inc.	Precision Audio and Design Ltd.	\$2,178.00
1624038 44	91	172264589	First Avenue Properties (SAVO - April 11)	Lewis Estates Communities Inc.	R.G.G Construction Ltd.	\$7,290.00
1624038 44	92	172264589	First Avenue Properties (SAVO - April 11)	Lewis Estates Communities Inc.	R.G.G Construction Ltd.	\$7,290.00
1324177 4	33	172264586	Norstar (SAVO - July 5)	Lewis Estates Communities Inc.	R.G.G Construction Ltd.	\$3,632.00
1521325 12	25	172264590	Norstar (SAVO - July 5)	Rosenthal Communities Inc.	R.G.G Construction Ltd.	\$2,969.00
1524128 2	54	172264588	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	R.G.G Construction Ltd.	\$7,603.00
1524128 2	55	172264588	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	R.G.G Construction Ltd.	\$7,603.00
1524128 2	32	172264587	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	R.G.G Construction Ltd.	\$7,290.00
1524128 2	33	172264587	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	R.G.G Construction Ltd.	\$7,290.00
1610755 5	90	171222648	Genesis (SAVO - April 23)	Genesis Land Development Corp.	Regal Building Materials Ltd.	\$4,231.00
1513280 42	68	171222649	I. Toor (SAVO - May 16)	Westmere Communities Inc.	Regal Building Materials Ltd.	\$5,424.00
1513280 42	69	171226482	Green Cedar (SAVO - May 16)	Westmere Communities Inc.	Scotty's Rentals and Landscaping Ltd.	\$1,770.00
1513280 42	79	171226482	2014695 Alberta Ltd. (SAVO - June 19)	Westmere Communities Inc.	Scotty's Rentals and Landscaping Ltd.	\$1,770.00
1513280 44	19	171226482	Divine Luxury (SAVO - July 5)	Westmere Communities Inc.	Scotty's Rentals and Landscaping Ltd.	\$1,770.00
1624038 44	45	172261883	First Avenue Properties (SAVO - April 11)	Westmere Communities Inc.	Select Fireplaces Limited	\$50,527.00
1624038 44	46	172261883	First Avenue Properties (SAVO - April 11)	Lewis Estates Communities Inc.	Select Fireplaces Limited	\$50,527.00
1624038 44	109	172261883	First Avenue Properties (SAVO - April 11)	Lewis Estates Communities Inc.	Select Fireplaces Limited	\$50,527.00
1624038 44	110	172261883	First Avenue Properties (SAVO - April 11)	Lewis Estates Communities Inc.	Select Fireplaces Limited	\$50,527.00
1225087 2	7	172261883	First Avenue Properties (SAVO - May 16)	Lewis Estates Communities Inc.	Select Fireplaces Limited	\$50,527.00
1324177 4	36	172261883	Norstar (SAVO - July 5)	Lewis Estates Communities Inc.	Select Fireplaces Limited	\$50,527.00
1525099 25	3	172261883	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Select Fireplaces Limited	\$50,527.00
1525099 25	7	172261883	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Select Fireplaces Limited	\$50,527.00
1610755 5	90	171218504	Genesis (SAVO - April 23)	Genesis Land Development Corp.	Spindle, Stairs and Railings 2002 Ltd.	\$6,413.00
1513280 42	68	171218029	I. Toor (SAVO - May 16)	Westmere Communities Inc.	Spindle, Stairs and Railings 2002 Ltd.	\$2,617.00
1610755 5	85	171219687	Genesis (SAVO - April 23)	Genesis Land Development Corp.	Sucasa Construction Ltd.	\$14,387.00
1324177 4	36	172269997	Norstar (SAVO - July 5)	Lewis Estates Communities Inc.	System Control and Electrical Ltd.	\$361.00
1324177 4	36	172269996	Norstar (SAVO - July 5)	Lewis Estates Communities Inc.	System Control and Electrical Ltd.	\$7,670.00
1524128 2	30	172258704	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	System Control and Electrical Ltd.	\$930.00
1524128 2	30	172258705	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	System Control and Electrical Ltd.	\$5,440.00
1524128 2	31	172258709	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	System Control and Electrical Ltd.	\$6,004.00
1524128 2	45	172260355	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	System Control and Electrical Ltd.	\$2,255.00
1524128 2	52	172260357	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	System Control and Electrical Ltd.	\$5,406.00
1524128 2	53	172260354	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	System Control and Electrical Ltd.	\$5,708.00

1610755	5	90	171229343	Genesis (SAVO - April 23)	Genesis Land Development Corp.	Tamar Painting Inc.	\$14,736.00
1225087	2	7	172282973	First Avenue Properties (SAVO - May 16)	Lewis Estates Communities Inc.	Trans American Management 2000 Inc.	\$971.00
1521325	12	36	172282944	First Avenue Properties (SAVO - May 16)	Rosenthal Communities Inc.	Trans American Management 2000 Inc.	\$853.00
1324177	4	36	172283030	Norstar (SAVO - July 5)	Lewis Estates Communities Inc.	Trans American Management 2000 Inc.	\$538.00
1521595	5	15	172282999	Norstar (SAVO - July 5)	Winterburn Developments Inc.	Trans American Management 2000 Inc.	\$351.00
1524128	2	30	172282941	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	Trans American Management 2000 Inc.	\$603.00
1524128	2	31	172282940	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	Trans American Management 2000 Inc.	\$603.00
1524128	2	45	172282972	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	Trans American Management 2000 Inc.	\$1,424.00
1524128	2	50	172282977	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	Trans American Management 2000 Inc.	\$853.00
1524128	2	52	172282942	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	Trans American Management 2000 Inc.	\$354.00
1524128	2	53	172282943	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	Trans American Management 2000 Inc.	\$603.00
1525099	25	3	172282994	Norstar (SAVO - July 5)	Villeneuve Communities Inc.	Trans American Management 2000 Inc.	\$354.00
1525309	27	7	172283013	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Trans American Management 2000 Inc.	\$1,102.00
1525309	27	8	172283011	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Trans American Management 2000 Inc.	\$853.00
1525309	27	15	172283008	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Trans American Management 2000 Inc.	\$1,286.00
1525309	27	16	172283009	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Trans American Management 2000 Inc.	\$1,286.00
1525309	27	27	172282993	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Trans American Management 2000 Inc.	\$853.00
1525309	27	28	172283014	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Trans American Management 2000 Inc.	\$853.00
1610755	5	79	171257549	Genesis (SAVO - April 23)	Genesis Land Development Corp.	Watt Consulting Group	\$740.00
1610755	5	101	171257516	Genesis (SAVO - April 23)	Genesis Land Development Corp.	Watt Consulting Group	\$1,044.00
1513280	42	79	171257493	2014695 Alberta Ltd. (SAVO - June 19)	Westmere Communities Inc.	Watt Consulting Group	\$908.00
1225087	2	7	172261238	First Avenue Properties (SAVO - May 16)	Lewis Estates Communities Inc.	Westcon Precast Inc.	\$1,761.00
1521325	3	50	172261236	Norstar (SAVO - July 5)	Rosenthal Communities Inc.	Westcon Precast Inc.	\$1,851.00
1525099	25	3	172261237	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Westcon Precast Inc.	\$1,541.00
1525099	25	7	172261235	Norstar (SAVO - July 5)	Jesperdale Communities Inc.	Westcon Precast Inc.	\$1,541.00
1610755	4	64	171222680	Genesis (SAVO - April 23)	Genesis Land Development Corp.	WM. Schmidt Mechanical Contractors Ltd.	\$14,247.00
1610755	5	90	171222678	Genesis (SAVO - April 23)	Genesis Land Development Corp.	WM. Schmidt Mechanical Contractors Ltd.	\$12,014.00
1610755	5	92	171222679	Genesis (SAVO - April 23)	Genesis Land Development Corp.	WM. Schmidt Mechanical Contractors Ltd.	\$9,624.00
1513280	42	66	171222710	Dhalwai (SAVO - May 16)	Westmere Communities Inc.	WM. Schmidt Mechanical Contractors Ltd.	\$8,844.00
1513280	42	67	171222708	A. Toor (SAVO - May 16)	Westmere Communities Inc.	WM. Schmidt Mechanical Contractors Ltd.	\$12,593.00
1513280	42	68	171222711	I. Toor (SAVO - May 16)	Westmere Communities Inc.	WM. Schmidt Mechanical Contractors Ltd.	\$10,626.00
1513280	42	79	171222712	2014695 Alberta Ltd. (SAVO - June 19)	Westmere Communities Inc.	WM. Schmidt Mechanical Contractors Ltd.	\$8,011.00
1513280	44	19	171222709	Divine Luxury (SAVO - July 5)	Westmere Communities Inc.	WM. Schmidt Mechanical Contractors Ltd.	\$9,603.00

Appendix D

July 5, 2018

Sent by E-mail

See Schedule "A" for recipients

NORTON ROSE FULBRIGHT

Barristers & Solicitors / Patent & Trade-mark Agents

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Your reference	Our reference
N/A	1001004429

Counsel:

In the Matter of the Receivership of the Reid Built Group of Companies

Consolidated Treatment of the "Owner" Issue

The recipients of this letter are counsel or representatives for the significant lien claimants and developers, respectively, as identified by our offices in our capacity as counsel to the court-appointed receiver of the Reid Built group of companies.

Further to our previous correspondence and teleconference with you, we can advise that this morning Mr. Gorman Q.C. appeared before Justice Graesser and inquired about His Lordship's availability for an omnibus hearing of the "owner" issue this Fall, being mindful of the August 15, 2018, hearing date set before Master Robertson in the Georgetown Townhouse GP Ltd. matter (which turns on the "owner" issue and involves a Reid Built entity).

We can advise that:

- Justice Graesser has availability on the Commercial List (yet to be published) during the week of October 1, 2018, and His Lordship suggested that we book a full day during the week of October 1, 2018, for an omnibus hearing of the "owner" issue.
- We will provisionally reserve October 3 or 4, 2018, for the hearing and work backwards from that date to establish deadlines for affidavits, cross-examinations, and briefs of law.
- We hope to consolidate the outstanding Georgetown Townhouse GP Ltd. application with the omnibus hearing Justice Graesser has (verbally) endorsed and which we have discussed with you.

For counsel involved in the Georgetown Townhouse GP Ltd. application, we trust that an October 3 or 4, 2018, hearing date is sufficiently close to your existing date to warrant merging the hearings. Please confirm.

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See Schedule "A"
July 5, 2018

 NORTON ROSE FULBRIGHT

Please contact the writer should you have any concerns with the proposed scheduling of this matter.

Yours very truly,



Aditya Badami
Associate

Copies to: Howard A. Gorman, Q.C., Norton Rose Fulbright Canada LLP
Tom Powell, Alvarez & Marsal Canada Inc.

SCHEDULE A

List of Recipients for Letter Dated July 5, 2018

Michael McCabe, Q.C., Counsel to Melcor Developments Ltd., Lewis Estates Communities Inc., Villeneuve Communities Inc., Winterburn Developments Inc., Rosenthal Communities Inc., Villeneuve Communities Inc., Jesperdale Communities Inc., Westmere Communities Inc.

Jeff Wreschner, Counsel to Georgetown Townhouse GP Ltd.

Aubrey Guild-Young, Counsel to Walton Big Lake Developments Corporation

Lyle Zulak, Counsel to La Vita Land Inc.

Jamila Premji, Counsel to Genesis Land Development Corp.

Ryan Bosch, Counsel to Rapperswill Developments Ltd.

G.M. Hickerson, counsel for 21 lien claimants Wilson Laycraft Barristers & Solicitors

Shane McGurk, counsel for Breckenridge Concrete MJM LLP

Nicole Taylor-Smith, Crystal Waters Plumbing Miller Thomson LLP

Beth Younggren, counsel for Ultra-Lite Overhead Doors, Kidco Construction, Gienow Canada Dunphy Best Blocksom LLP

Anthony J. Di Lello, counsel for Rob's Drywall Services, Prattco Excavating Ltd. Fric, Lowenstein & Co

Halley Carcasole, counsel for Davidson Enman Lumber Miles Davison

Reid Schmidt, counsel for Classic Renovations Inc. 20/20 Law Group

Jordan Crone, counsel for WM. Schmidt Mechanical Contractors Ltd. Gowling WLG

July 30, 2018

Sent by E-mail

See Schedule "A" for recipients

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Barristers & Solicitors / Patent & Trade-mark Agents

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Your reference
N/A

Our reference
1001004429

Counsel:

In the Matter of the Receivership of the Reid Built Group of Companies

Consolidated Treatment of the "Owner" Issue

The recipients of this letter are counsel or representatives for the significant lien claimants and developers, respectively, as identified by our offices in our capacity as counsel to the court-appointed receiver (the **Receiver**) of the Reid Built group of companies.

Further to our previous correspondence dated July 5, 2018, we can advise that:

- We have reserved October 3, 2018, for a full-day hearing of the "owner" issue before Justice Graesser in Edmonton. Historically, His Lordship has permitted out-of-town counsel to participate in Edmonton hearings by teleconference.
- We will work backwards from October 3, 2018, to establish deadlines for affidavits, cross-examinations, and briefs of law, with a view toward having parties filing and serving affidavits by September 1, 2018, with cross-examinations to be conducted over the course of September 3-14, 2018. Background information, along with copies of the applicable development agreements in the control or possession of the Receiver will be set-out in a Receiver's Report to be filed by August 15, 2018.
- We proposed to consolidate the outstanding Georgetown Townhouse GP Ltd. (**Georgetown**) application referred to in our previous correspondence with the omnibus "owner" hearing, and Georgetown has indicated its disinclination to proceed on that proposed basis. As per the attached correspondence, we have requested time before Justice Graesser for a 30-minute telephone hearing to be held before August 15, 2018, (when the Georgetown application is scheduled), to seek the consolidation of the Georgetown application with the omnibus hearing on October 3, 2018, and will advise once a date has been determined for such telephone hearing.
- Attached are proposed template affidavits regarding the omnibus "owner" issue, upon which we request that your respective clients base their affidavits, if any, for the purposes of the omnibus "owner" hearing.

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See Schedule "A"
July 30, 2018



The template affidavits comport with the indicia of ownership variously identified by the Court of Appeal of Alberta and Court of Queen's Bench of Alberta in the following decisions: *Westpoint Capital Corp. v. Solomon Spruce Ridge Inc.*, 2017 ABQB 254; *Acera Developments Inc. v. Sterling Homes Ltd.*, 2010 ABCA 198; *Northern Electric Co. v. Manufacturers Life Insurance Co.*, [1977] 2 SCR 762; *Con-Forte Contracting Limited Partnership v. Eagle Hill Developments Ltd.*, 2012 ABQB 72; and *Royal Trust Corp of Canada v. Bengert Construction Ltd.*, 58 Alta LR (2d) 97.

Please contact the writer should you have any concerns with this matter.

Yours very truly,

A handwritten signature in black ink, appearing to read 'AB' with a flourish.

Aditya Badami
Associate

Enclosure: (3)

Copies to: Howard A. Gorman, Q.C., Norton Rose Fulbright Canada LLP
Tom Powell, Alvarez & Marsal Canada Inc.

SCHEDULE A

List of Recipients for Letter Dated July 30, 2018

Michael McCabe, Q.C., Counsel to Melcor Developments Ltd., Lewis Estates Communities Inc., Villeneuve Communities Inc., Winterburn Developments Inc., Rosenthal Communities Inc., Villeneuve Communities Inc., Jesperdale Communities Inc., Westmere Communities Inc.

Jeff Wreschner, Counsel to Georgetown Townhouse GP Ltd.

Aubrey Guild-Young, Counsel to Walton Big Lake Developments Corporation

Lyle Zulak, Counsel to La Vita Land Inc.

Jamila Premji, Counsel to Genesis Land Development Corp.

Ryan Bosch, Counsel to Rapperswill Developments Ltd.

G.M. Hickerson, counsel for 21 lien claimants Wilson Laycraft Barristers & Solicitors

Shane McGurk, counsel for Breckenridge Concrete MJM LLP

Nicole Taylor-Smith, Crystal Waters Plumbing Miller Thomson LLP

Beth Younggren, counsel for Ultra-Lite Overhead Doors, Kidco Construction, Gienow Canada Dunphy Best Blocksom LLP

Anthony J. Di Lello, counsel for Rob's Drywall Services, Prattco Excavating Ltd. Fric, Lowenstein & Co

Halley Carcasole, counsel for Davidson Enman Lumber Miles Davison

Reid Schmidt, counsel for Classic Renovations Inc. 20/20 Law Group

Jordan Crone, counsel for WM. Schmidt Mechanical Contractors Ltd. Gowling WLG

June 28, 2018

Sent By E-mail

G.M. Hickerson, counsel for 21 lien claimants
Wilson Laycraft Barristers & Solicitors

Shane McGurk, counsel for Breckenridge Concrete
MJM LLP

Nicole Taylor-Smith, Crystal Waters Plumbing
Miller Thomson LLP

Beth Younggren, counsel for Ultra-Lite Overhead
Doors, Kidco Construction, Gienow Canada
Dunphy Best Blocksom LLP

Anthony J. Di Lello, counsel for Rob's Drywall
Services, Prattco Excavating Ltd.
Fric, Lowenstein & Co

Halley Carcasole, counsel for Davidson Enman Lumber
Miles Davison

Reid Schmidt, counsel for Classic Renovations Inc.
20/20 Law Group

Jordan Crone, counsel for WM. Schmidt Mechanical Contractors Ltd.
Gowling WLG

Dear Lienholder Counsel:

In the Matter of the Receivership of the Reid Built Group of Companies

Liens Registered Against Third-Party Developer Lots and Consolidated Treatment of the "Owner" Issue

As you know, our offices are counsel to Alvarez & Marsal Canada Inc. in its capacity as court-appointed receiver and manager (the **Receiver**) over the assets, properties and undertakings of Reid-Built Homes Ltd., 1679775 Alberta Ltd., Reid Worldwide Corporation, Builder's Direct Supply Ltd., Reid Built Homes Calgary Ltd, Reid Investments Ltd., 1852512 Alberta Ltd., and Reid Capital Corp. (collectively, **Reid Built**), by Order of the Honourable Mr. Justice Hillier (the **Receivership Order**). A copy of the Receivership Order and all other materials filed in the Reid Built receivership proceedings can be found on the Receiver's website, located at www.alvarezandmarsal.com/reidbuilt.

The recipients of this e-mail are counsel to lien holders subject to the largest identified lien claims against Reid Built.

Background. Prior to entering receivership, Reid Built contracted with third-party developers, such as those against whose title your clients have registered liens, to construct homes on land registered in the name of and owned by those developers. The arrangement required that Reid Built construct the contracted-for homes, identify a buyer, and upon completion of a sale, remit a "land payable" amount to the developer-owner while retaining Reid Built's portion of the sale proceeds. Title to the purchased land

 **NORTON ROSE FULBRIGHT**

Barristers & Solicitors / Patent & Trade-mark Agents

Norton Rose Fulbright Canada LLP
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howard.gorman@nortonrosefulbright.com

Assistant
+1 403.267.8194
roberta.savard@nortonrosefulbright.com

Our reference
1001004429

would then be "skip transferred" from the developer to the purchaser. At all times during construction the developer remained the registered owner on title.

Liens against Developer Lots. As you are also aware, since the Receivership Order was granted, and in some instances before then, multiple liens by your clients (amongst others) have been registered against title in the name of the developer. Statements of Claim and Certificates of Lis Pendens (**CLPs**) have also been filed and registered in many cases.

Developer SAVOs and Liens. A number of these developer-owned assets have been subject to court-approved sale approval and vesting orders (**Developer SAVOs**) obtained by our offices over the past few months. We are reviewing the historical titles registered in the name of developers and subject to the SAVOs to identify and thereafter eliminate those liens which have not been maintained in accordance with the *Builders' Lien Act* by reason of not filing and registering CLPs within the prescribed time.

With respect to the Developer SAVOs, the Receiver was directed to hold-back 110% of the lien claims as security pending either: i) agreement amongst the lien claimants, the Receiver, and third-party developers, or ii) court order. We have noted in many cases that the filed liens are duplicative and appear to be greatly in excess of the proper lien amount.

Are Developers "Owners"? A critical issue regarding liens registered against developer-owned properties is whether the liens are valid. The liens' validity turns upon whether the developer is an "owner" for the purposes of the *Builders' Lien Act*.

If the developer against whose title a lien has been registered is determined to be an "owner", then the liens will be valid as against the developer (or as against the hold-back amount held in trust by the Receiver).

If the developer is *not* an "owner", then the liens are invalid and the lien claimants will have no recourse under the *Builders' Lien Act* against either the developer or the hold-back amount held by the Receiver. In this scenario, the lien claimants will be unsecured creditors.

Resolving the "Owner" Issue. Given the number of developers and lien claimants affected by the above-described "owner" issue, and given the similar fact patterns facing the parties in every case, it is the Receiver's view that it would be practical, efficient, and in the interests of justice to have the "owner" issue decided in a consolidated fashion by Justice Graesser, who is case-managing the Reid Built receivership and happens to have extensive experience with construction law. This approach would yield one determination, modified as necessary to suit the particularities of each developer case, by a single judge familiar with the proceedings. In contrast to having the "owner" issue determined in potentially conflicting ways by separate Masters and Justices in Chambers in Calgary and Edmonton, our proposed approach is preferable.

We also note that this determination will affect lien claimants against Developer-owned, Reid Built-constructed properties which remain unsold, and the industry generally.

We are aware that Georgetown Townhouse GP Ltd. (**Georgetown**), one of Reid Built's developer counterparties pre-receivership, has already paid money into court in respect of liens registered against title in its name and has a special application scheduled before a Master in Calgary to have the "owner" issue in their case determined (Reid Built is not a named party to the application nor any of the underlying lien claims, although it is with respect to work contracted by Reid Built that the liens arise). Representative counsel (copied here) has been appointed to act for the lien claimants in that case.

We propose a teleconference amongst counsel to discuss this matter and the prospects of scheduling a consolidated hearing to address the "owner" issue. Please contact my assistant to provide your

NORTON ROSE FULBRIGHT

availability for such a teleconference to be held on Wednesday, July 4, 2018, at 10:00 A.M. MST¹. Following that, and assuming agreement can be reached as to the appropriate path forward, we propose scheduling a hearing date or dates before Justice Graesser to address the "owner" issue.

In addition, we can advise that two of the significant lien claimants (both with claims over \$100,000), are unrepresented by counsel in this proceeding. We propose to discuss their potential representation by counsel on our proposed teleconference.

Lastly, we can advise that we have sent a substantively similar letter to counsel for the major Developers affected by this proceeding, have had a teleconference with them, and can report that there is general agreement with the proposal set forth herein to consolidate the "owner" issue before Justice Graesser. At our last court appearance, we informed Justice Graesser of our proposed consolidation and our intention to contact you in respect of same, and His Lordship expressed his support for both.

Yours very truly,



Howard A. Gorman, Q.C.
Senior Partner

Copies to: Todd Martin / Tom Powell, Alvarez & Marsal Canada Inc.
Aditya Badami, Norton Rose Fulbright Canada LLP

¹ Dial-in: 403-410-7545; 9012291#.

May 31, 2018

Sent By E-mail

Michael McCabe, Q.C., Counsel to Melcor Developments Ltd., Lewis Estates Communities Inc., Villeneuve Communities Inc., Winterburn Developments Inc., Rosenthal Communities Inc., Villeneuve Communities Inc., Jesperdale Communities Inc., Westmere Communities Inc.

Jeff Wreschner, Counsel to Georgetown Townhouse GP Ltd.

Aubrey Guild-Young, Counsel to Walton Big Lake Developments Corporation

Lyle Zulak, Counsel to La Vita Land Inc.

Jamila Premji, Counsel to Genesis Land Development Corp.

Ryan Bosch, Counsel to Rapperswill Developments Ltd.

**NORTON ROSE FULBRIGHT**

Barristers & Solicitors / Patent & Trade-mark Agents

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+1 403.267.8144
howard.gorman@nortonrosefulbright.com

Assistant
+1 403.267.8194
roberta.savard@nortonrosefulbright.com

Our reference
1001004429

Dear Developer Counsel:

In the Matter of the Receivership of the Reid Built Group of Companies

Liens Registered Against Third-Party Developer Lots and Consolidated Treatment of the "Owner" Issue

As you know, our offices are counsel to Alvarez & Marsal Canada Inc. in its capacity as court-appointed receiver and manager (the **Receiver**) over the assets, properties and undertakings of Reid-Built Homes Ltd., 1679775 Alberta Ltd., Reid Worldwide Corporation, Builder's Direct Supply Ltd., Reid Built Homes Calgary Ltd, Reid Investments Ltd., 1852512 Alberta Ltd., and Reid Capital Corp. (collectively, **Reid Built**), by Order of the Honourable Mr. Justice Hillier (the **Receivership Order**). A copy of the Receivership Order and all other materials filed in the Reid Built receivership proceedings can be found on the Receiver's website, located at www.alvarezandmarsal.com/reidbuilt.

The recipients of this e-mail are counsel to developers subject to the largest identified lien claims against Reid Built.

Background. Prior to entering receivership, Reid Built contracted with third-party developers, such as your respective clients, to construct homes on land registered in the name of and owned by those developers. The arrangement required that Reid Built construct the contracted-for homes, identify a buyer, and upon completion of a sale, remit a "land payable" amount to the developer-owner while retaining Reid Built's portion of the sale proceeds. Title to the purchased land would then be "skip transferred" from the developer to the purchaser. At all times during construction the developer remained the registered owner on title.

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May 31, 2018



Liens against Developer Lots. Since the Receivership Order was granted, and in some instances before then, multiple liens have been registered against title in the name of the developer. Statements of Claim and Certificates of Lis Pendens (**CLPs**) have also been filed and registered in many cases.

Developer SAVOs and Liens. A number of these developer-owned assets have been subject to court-approved sale approval and vesting orders (**Developer SAVOs**) obtained by our offices over the past few months. We are reviewing the historical titles registered in the name of developers and subject to the SAVOs to identify and thereafter eliminate those liens which have not been maintained in accordance with the *Builders' Lien Act* by reason of not filing and registering CLPs within the prescribed time.

With respect to the Developer SAVOs, the Receiver was directed to hold-back 110% of the lien claims as security pending either: i) agreement amongst the lien claimants, the Receiver, and third-party developers, or ii) court order. We have noted in many cases that the filed liens are duplicative and appear to be greatly in excess of the proper lien amount.

Are Developers "Owners"? A critical issue regarding liens registered against developer-owned properties is whether the liens are valid. The liens' validity turns upon whether the developer – your client – is an "owner" for the purposes of the *Builders' Lien Act*.

If the developer against whose title a lien has been registered is determined to be an "owner", then the liens will be valid as against the developer (or as against the hold-back amount held in trust by the Receiver).

If the developer is *not* an "owner", then the liens are invalid and the lien claimants will have no recourse under the *Builders' Lien Act* against either the developer or the hold-back amount held by the Receiver. In this scenario, the lien claimants will be unsecured creditors.

Resolving the "Owner" Issue. Given the number of developers and lien claimants affected by the above-described "owner" issue, and given the similar fact patterns facing the parties in every case, it is the Receiver's view that it would be practical, efficient, and in the interests of justice to have the "owner" issue decided in a consolidated fashion by Justice Graesser, who is case-managing the Reid Built receivership and happens to have extensive experience with construction law. This approach would yield one determination, modified as necessary to suit the particularities of each developer case, by a single judge familiar with the proceedings. In contrast to having the "owner" issue determined in potentially conflicting ways by separate Masters and Justices in Chambers in Calgary and Edmonton, our proposed approach is preferable.

We would also note that this determination will affect developers which maintain unsold Reid Built properties with no hold-back and the industry generally.

We are aware that Georgetown Townhouse GP Ltd. (**Georgetown**), one of Reid Built's developer counterparties pre-receivership, has already paid money into court in respect of liens registered against title in its name and has a special application scheduled before a Master in Calgary to have the "owner" issue in their case determined (Reid Built is not a named party to the application nor any of the underlying lien claims, although it is with respect to work contracted by Reid Built that the liens arise). Representative counsel has been appointed to act for the lien claimants in that case. We have contacted counsel for Georgetown suggesting that its application be heard in the consolidated fashion indicated in this letter but they are resistant to this suggestion.

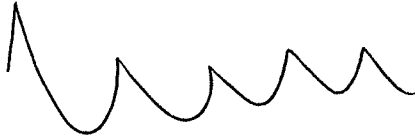
We propose a meeting or teleconference amongst counsel to discuss this matter and the prospects of scheduling a consolidated hearing to address the "owner" issue. Please contact my assistant to provide your availability for such a meeting or teleconference. Following that, and assuming agreement can be reached as to the appropriate path forward, we propose scheduling a hearing date or dates before Justice Graesser to address the "owner" issue.

May 31, 2018

 NORTON ROSE FULBRIGHT

Once we have heard from or met with the key developers, we propose to then contact key lien claimants with high dollar figure claims as against developer lots, with a view to assembling representative lien claimant counsel.

Yours very truly,



Howard A. Gorman, Q.C.
Senior Partner

Copies to: Todd Martin / Tom Powell, Alvarez & Marsal Canada Inc.
 Aditya Badami, Norton Rose Fulbright Canada LLP

Appendix E

**LOT PURCHASE CONTRACT
DATED DECEMBER 17, 2013**

DEVELOPER : GENESIS LAND DEVELOPMENT CORP.
BUILDER : 1679775 ALBERTA LTD.
SUBDIVISION : C/O REIDBUILT HOMES
BAYSIDE 5
LOT DESCRIPTION: TENTATIVE PLAN OF SUBDIVISION

LOT PURCHASE CONTRACT

BETWEEN: **GENESIS LAND DEVELOPMENT CORP.**
7315 - 8 Street NE
Calgary, Alberta T2E 8A2
TEL: (403) 265-8079
FAX: (403) 266-0746
E-MAIL: genesis@genesisland.com
(the "Developer")

-and-

1679775 ALBERTA LTD.
#1500, 407 - 2nd Street SW
Calgary, Alberta T2P 2Y3
TEL: (403) 250-3273
FAX: (403) 250-3761
E-MAIL: dabbey@reidbuilt.com
802867481 RT0001
(Builder's GST No.)
(the "Builder")

PREAMBLE/RECITALS:

1. The Developer is the owner of that single family subdivision development commonly known as "Bayside 5", Airdrie, Alberta, (hereinafter referred to as the "Development"), located on a portion of lands legally described in Schedule "A", attached hereto and forming an integral part hereof (the "Lands")
2. The Builder is a builder of residential homes in the Province of Alberta and is registered with the Alberta New Home Warranty Program and/or the National Home Warranty Program.
3. The Builder wishes to purchase certain Building Lots in the Development as described in Schedule "B" attached hereto and half of all Pool Lots described in Schedule "B-1" attached hereto remaining as of June 1, 2015, from the Developer for the sole and express purpose of building a residential home on each Lot. The Building Lots and the Pool Lots are hereinafter referred to as the "Lot" or "Lots".
4. The Builder acknowledges and agrees that the Lots are not currently subdivided from the Lands by virtue of a plan of subdivision or other plan or instrument registered at the Land Titles Office. Both parties acknowledge and agree that each is

aware of the provisions of Section 94 of the **Land Titles Act** of Alberta. Each party hereby expressly and completely waives any and all rights each may have as against the other with respect to the sale and purchase of the Building Lots including the right to declare to have this Agreement declared null and void pursuant to Section 94 of the Land Titles Act.

5. The Builder acknowledges and agrees that the description of the Building Lots provided on Schedule "B" and Schedule "B-1" attached hereto is based on the Tentative Plan of Subdivision, attached hereto as Appendix "I" and may or may not be the correct area and/or legal description of the Lots on the actual registered Plan of Subdivision. While the Developer will make every effort to ensure that the Lots purchased in the Agreement will appear as described in there may be circumstances beyond the control of the Developer that may make the creation of the Lots as described in Schedule "B" and Schedule "B-1" impossible. In the event that the Developer cannot supply the Lots purchased by the Builder as they are described in Schedule "B" and Schedule "B-1" attached hereto, the Builder agrees that the Developer shall substitute the Lots with Lots of equal value and size and the Builder shall have no legal recourse of any kind whatsoever against the Developer for any losses or damages caused by this substitution.
6. The Developer agrees to sell the Lots to the Builder for such sole and express purposes, on the terms and conditions as are hereinafter set out and based upon the Builder's reputation for integrity and quality.
7. This Agreement contemplates the Builder purchasing one (1) or more Lots from the Developer and the provisions of this Agreement shall be read and interpreted accordingly. If more than one (1) Lot is being purchased this Agreement shall be so interpreted to apply to each Lot being purchased separately as if this Agreement were entered into for each of such Lots separately and any clause hereof providing for cross default of the obligations of the Builder and may be enforced by the Developer accordingly.

NOW THEREFORE, the Builder and the Developer agree as follows:

**ARTICLE 1
PREAMBLE AND SCHEDULES**

- 1.01 The recitals of fact contained in the preamble to this Agreement are true and form an integral part hereof, upon which the parties have relied and which give intent to the provisions of this Agreement, if and whenever it may be necessary for interpretation purposes.
- 1.02 For the purposes of this Agreement, all schedules annexed or attached to this Agreement are hereby incorporated into this Agreement and form an integral part hereof, without further reference or expression of incorporation.

**ARTICLE 2
DEFINITIONS**

2.01 For the purposes of this Agreement, the following terms and phrases shall have the meaning hereinafter ascribed thereto:

- (a) "**Architectural Guidelines and Controls**" means those controls, standards, specifications, criteria and guidelines established by the Developer for the dwellings and structures to be built in the Development.
- (b) "**Agreement**" means this agreement entered into between the Developer and the Builder.
- (c) "**Business Day**" means a day on which the Land Titles Office in Calgary, Alberta is open for business.
- (d) "**City**" means the City of Airdrie.
- (e) "**Closing**" or "**Closing Date**" means the date of possession, adjustment and closing and completion of the within transaction as prescribed in Section 3.03 of this Agreement".
- (f) "**Pool Lot**" or "**Pool Lots**" means a Lot or Lots identified with the letters "PL" against the description of the Lot or Lots on Schedule "B-1" and shown in red on the Tentative Plan of Subdivision on Appendix "I" attached hereto.
- (g) "**Purchase Price**" means the Purchase Price for the Lots as set forth in the Schedule of Payments, exclusive of GST.
- (h) "**Schedule of Payments**" means Schedule "C" annexed hereto, expressing the Purchase Price and the terms of payment thereof; and Schedule "B" annexed hereto expressing the allocation of the Purchase Price on a Lot-by-Lot basis, if the Builder is purchasing more than one (1) Lot.
- (i) "**Shallow Services**" or "**Services**" means those underground utility lines and facilities providing electricity, cable, sewer, storm, telephone, natural gas and similar utilities to residences.
- (j) "**Show Home Lot**" means the Lot legally described as Block 22, Lot 6 on the Tentative Plan of Subdivision or such other substituted Lot after registration of the Plan of Subdivision.
- (k) "**Tentative Plan of Subdivision**" means the Tentative Plan of Subdivision, attached hereto as Appendix "I".

**ARTICLE 3
TERMS OF AGREEMENT**

3.01 Purchase Price

- (a) The Builder hereby offers and agrees to purchase from the Developer for the Purchase Price the Lots, to be paid by the Builder to the Developer in accordance with the Schedule of Payments and allocated on the basis set out in the Schedule "B" and "B-1" attached hereto and in accordance with paragraphs (b) to (f) herein below. The Purchase Price of the Pool Lots shall remain in effect until December 3, 2014. The Developer reserves the right to increase the Purchase Price of the Pool Lots at any time after December 3, 2014 without notice to the Builder.
- (b) The Builder agrees that save and except for any Lots designated by the Developer and purchased by the Builder for the purposes of construction and use as a show home (the "**Show Home Lot**") and the Pool Lots, it shall pay the Purchase Price for the Lots as follows:
- Commencing **September 15, 2014** and at monthly intervals thereafter until **November 15, 2014**, the Builder shall pay the Purchase Price in full for two (2) Lots selected from the Building Lots enumerated in Schedule "B". **Commencing December 15, 2014** and continuing thereafter on the 15th day of each and every month, the Builder shall at monthly intervals, pay the Purchase Price in full for three (3) Lots until all the Lots enumerated in Schedule "B" being purchased herein are fully paid. The Purchase Price of all Building Lots being purchased herein shall be fully paid, in any event, on or before **November 15, 2015**.
- (c) The Builder agrees that the Purchase Price for the Show Home Lot shall be paid by the Builder to the Developer, in full, on or before **November 15, 2015**.
- (d) The Builder agrees that the Purchase Price for the Pool Lots shall be paid by the Builder, in full, on or before **June 1, 2016**.
- (e) The Builder shall pay the Purchase Price subject to adjustments in accordance with normal conveyancing practice in the Province of Alberta, as of the date of possession and any monies due to the Developer on the Closing Date hereof shall be adjusted accordingly; it being understood and agreed that any and all local improvement charges or assessments specifically or directly related to the Lots, remaining unpaid, shall remain the responsibility of the Developer to be discharged on Closing; and, fire and other insurance shall neither be transferred or adjusted.
- (f) Any and all monies owing or due to the Developer hereunder shall be paid to the Developer's solicitor in trust to be released in accordance with the

Schedule of Payments. All funds including the deposits paid to the Developer or otherwise hereunder shall be releasable to the Developer as and when received.

- (g) Any and all monies due hereunder but unpaid or unreleasable (if then due and releasable) when so due in accordance herewith shall accrue interest at the rate greater of the rate of nine (9%) percent per annum and a rate of interest equal to the prime rate charged by the Royal Bank of Canada plus six (6%) percent per annum.

3.02 Damage Deposit

- (a) In addition to the Purchase Price, the Builder shall pay a damage deposit to the Developer in the amount of One Hundred Thousand (\$100,000.00) Dollars by way of certified funds or by way of a Fifty Thousand (\$50,000.00) Dollars Irrevocable Letter of Credit in a form satisfactory to the Developer, in its sole discretion, automatically renewable until such time as the City has issued all F.A.C.s for the Development.
- (b) The Damage Deposit shall be due and payable by the Builder to the Developer on execution of this Agreement and shall be held in trust by the solicitor for the Developer in accordance with paragraph 3.02 (d) below.
- (c) In the event that the Builder (either, directly or through an agent or anyone for whom the Builder may be responsible) causes any damage to the Lots or to the Development or incurs any obligation which may attach to the title to the Lots, or fails to comply with the Architectural Guidelines and Controls or is in breach of this Agreement, the Builder shall reimburse the Developer for the Developer's costs in fulfilling the obligation, repair or discharge thereof, as the case may be plus a reasonable administration fee.
- (d) It is agreed that the Developer shall have recourse to the Damage Deposit paid by the Builder hereunder for purposes of reimbursement for any amounts due and payable by the Builder to the Developer and the Builder hereby authorizes the solicitor for the Developer to release the Damage Deposit to the Developer for the purpose of such reimbursement. Any unused balance of the Damage Deposit shall be returned to the Builder upon issuance of all F.A.C.s by the City and upon the Developer being satisfied that the Builder has performed all its obligations herein.
- (e) The Builder further agrees to provide the Developer the Damage Deposit in respect of the work being carried out by the Builder in respect of each of the Lots to ensure that any damage to the Development incurred by the Developer, as a consequence of the conduct of the Builder, and or anyone who the Builder may be responsible for, is repaired and paid for by the Builder.

- (f) In the event that the whole or any portion of the Damage Deposit is used for the purposes as set forth above, the Builder shall forthwith provide the Developer with further certified funds or Irrevocable Letter of Credit to replenish the Damage Deposit to its original balance. Until such time as the Builder has replenished the Damage Deposit to its original amount, the Developer shall, at its sole option, withhold the issuance of any further Grade Slips and the delivery of conveyancing documents for the Lots to the Builder.

3.03 Closing Date

- (a) The Closing Date of the Lots other than the Show Home Lot shall be at 12:00 noon on the date payment of the Purchase Price of each Lot is due and payable as expressed in Schedule "C" attached hereto.
- (b) Closing of the Show Home Lot shall occur at 12:00 noon on the 15th day of November, 2015.
- (c) Closing of the Pool Lots shall occur at 12:00 noon on the 1st day of June, 2016.
- (d) The Closing Date of the purchase and sale of the Lots as herein contemplated may be accelerated on the mutual agreement of the Developer and the Builder.

3.04 Deliveries on Closing

A. By Developer:

Provided that the Builder has paid the Purchase Price and any interest due and payable hereunder and has performed the obligations herein, the Developer shall, on the Closing Date, provide the Builder with:

- (a) vacant possession of the Lots;
- (b) at the Developer's sole cost and expense, provide all necessary conveyances and formal documents, including all reasonable evidence requested to give effect to the representations, warranties and covenants herein, in a form and substance satisfactory to the Builder's solicitor; and
- (c) discharge any existing mortgage or mortgages and/or other encumbrances (not herein expressly assumed by the Builder) including all penalties, bonuses, interest and/or fees incidental to such discharge or discharges, within a reasonable time after the Closing Date.

B. By Builder:

- (a) The Builder shall take title to the Lots in such name as it shall designate to the Developer's solicitor on or before Closing Date, provided that the Developer

shall be entitled to receive from the Builder a written acceptance of the terms and conditions of this Agreement by such entity that will take title to the Lots.

C. By Developer and Builder:

- (a) The parties agree that for the purposes of Closing and completion of this transaction, and all parts hereof, the parties will deliver all funds, security and documentation, through their respective solicitors, who are expressly the agents of their respective clients for the purposes of effecting the transmission and delivery of all funds, security and documentation hereunder.

**ARTICLE 4
ACCESS**

4.01 Access

The Builder shall be permitted access to the Lots upon the Developer in its sole discretion, being satisfied that that it is appropriate for the Builder to commence construction activities notwithstanding that Closing and the Closing Date have not yet occurred, PROVIDED THAT:

- (a) the Builder is not in breach or default of any of its obligations to the Developer under this Agreement;
- (b) has paid the deposits as and when required;
- (c) has paid the Damage Deposit as contemplated herein;
- (d) has complied with the conditions of the Developer for insurance;
- (e) the Developer has approved the Builder's building plans and specifications for the Lots; and
- (f) the building permit has been released by the City.

4.02 Provided that the Builder has complied with section 4.01 above, access to the Lots shall be granted at the sole risk and responsibility of the Builder and the Builder hereby agrees and covenants with the Developer as follows:

- (a) the Builder shall not use the Lots to generate, treat, store, dispose of, or transfer any garbage construction waste, or contaminants (meaning substances, pollutants, and wastes which are deleterious, hazardous, toxic, a threat to public health or to the environment, or which may cause an adverse effect to the environment) without the prior written consent of the Developer, which consent may be arbitrarily withheld by the Developer.
- (b) the Builder shall immediately discharge and obtain releases of any claims, liens, Builder's Liens, charges, or encumbrances which are, or may be, filed

against the Lots, or any Lot, as a result of, or in any way related to the use or occupation of the Lots by the Builder or its agents.

- (c) the Builder shall restore the Lots to the condition and state of repair as existed prior to the Builder being granted access to the Lots.

ARTICLE 5 REPRESENTATIONS, WARRANTIES AND COVENANTS

5.01 Representations, Warranties and Covenants of Developer

The Developer represents and warrants to, and covenants and agrees with the Builder, that:

- (a) The Developer shall, on acceptance of this Agreement, deliver to the Builder, such written authorization as may be reasonably necessary to permit the Builder to effect any and all building permit applications as are hereinafter set out or contemplated.
- (b) The Developer shall permit the Builder to make or cause to be made at reasonable times such inspections, investigations and inquiries with respect to the Lots, which the Builder considers necessary and prudent at the Builder's sole cost and expense.
- (c) Title to the Lots shall, at Closing, be free and clear of any and all registrations of any kind, save and except those registrations listed as Permitted Registrations on Schedule "A" annexed hereto.
- (d) No contracts, agreements, rights, interests or claims of any kind whatsoever, in respect of the Lots, exist or will affect the Builder's interest therein, through the Developer, unless as expressly disclosed under and pursuant to this Agreement.
- (e) To the best of the Developer's information and belief, without having made any investigation or inquiry, the Lots do not contain hazardous or toxic materials, substances, pollutants, contaminants or wastes; and are not contaminated with hazardous or toxic materials, pollutants, contaminants or wastes of any kind whatsoever unless expressly and specifically disclosed by the Developer to the Builder.
- (f) The Developer is not and shall not be at Closing "non-resident" of Canada within the meaning of the *Income Tax Act* (Canada) and is not and shall not be at Closing agent or trustee for anyone who is or shall be a "non-resident" of Canada, as aforesaid, having an interest in the Lots.

All covenants, warranties and representations of the Developer herein are for the sole benefit of the Builder and shall survive the Closing of the aforesaid transaction herein and any registrations hereunder for a period of 1 year.

5.02 Representations, Warranties and Covenants of Builder

The Builder represents and warrants to, and covenants with the Developer, that:

- (a) The Builder has inspected the Lots and agrees to purchase the Lots as it stands as of the date hereof and it is agreed that there is no representation, warranty, collateral agreement, zoning, municipal permit or license or condition affecting the Lots or the agreement of purchase and sale herein other than as expressed herein in writing.
- (b) The Builder will be responsible for all costs and expenses relating to all inspections of the Lots and all applications and preparatory work in connection with the construction of residential homes on the Lots as contemplated herein, and the Builder shall indemnify and save the Developer harmless from any and all such costs and expenses and all damages to the Lots and to the Development arising in consequence of or in connection with such inspections and applications, it being intended that, regardless of whether this transaction is completed, the Developer shall have no costs, expenses, losses, or damages in regard to the Lots and to the Development arising from the Builder's conduct on the Lots and on the Development.
- (c) The Builder is and shall at Closing be fully qualified and entitled to acquire and own the Lots, and without limiting the generality of the foregoing:
 - (i) the transaction herein contemplated is acceptable and not reviewable under and pursuant to the *Investment Canada Act*, S.C. 1985 c.20 and all Regulations thereto;
 - (ii) the Builder's holds the Goods and Services Tax Registration as first indicated above, or will be a GST registrant before taking possession of any Lot;
 - (iii) the Builder (if it is corporation) has done all things necessary and requisite of corporate nature to empower and authorize the entering into this Agreement (once accepted) and to carry out all of the provisions hereof.

All covenants, warranties and representations of the Builder herein are for the sole benefit of the Developer and shall survive the Closing of the aforesaid transaction and any registrations hereunder.

**ARTICLE 6
PROVISION OF SERVICES BY DEVELOPER**

6.01 The Developer shall install and complete (or cause the installation and completion) to the rights-of-way in, at or adjacent to the boundary of the Lots, without cost or expense to the Builder, for connection, at the Builder's expense, to any development on the Lots, all of which is or shall be suitable for connection to single family residential development of the Development, as approved by the City of Airdrie for the Development, the following:

- (a) Shallow Services as defined herein;
- (b) Deep Services (meaning those underground utility lines and facilities providing water and sewer (sanitary and storm) services to residences);

PROVIDED that; and the Builder expressly acknowledges and agrees that:

- (i) the connection to all Shallow Services and Deep Services are the sole responsibility of the Builder, and
- (ii) the Builder shall be responsible for all approvals and work in respect of any connection to such Shallow Services and Deep Services and the repair and restoration of any and all offsite levies and conditions in consequence of any such connection.

**ARTICLE 7
ARCHITECTURAL GUIDELINES AND CONTROLS**

7.01 The Development is and/or will be subject to the Architectural Guidelines and Controls provided by the Developer to the Builder and forming an integral part hereof and the Builder agrees to abide by and comply with all terms and conditions thereof. The Developer shall retain the right to approve exterior design of the building to be constructed on each Lot, including without limitation exterior materials, finishes and color approval, and tile. A finalized form of the Architectural Guidelines and Controls will be provided to the Builder prior to the issuance of show home building permits for the Development.

7.02 The Developer shall be entitled to register a Caveat against title to the Development protecting its interests in the Architectural Guidelines and Controls.

7.03 The Builder agrees to provide a copy of the Developer's Architectural Guidelines and Controls to all third party purchasers and provide the Developer with a signed form of the Developer's Acknowledgement of Receipt of Architectural Guidelines and Controls, duly executed by the Builder and by such third party purchasers acknowledging receipt thereof.

- 7.04** The Builder acknowledges and agrees that it shall not be entitled to receive a Grade Slip for the Lots until such time as the Developer is satisfied that the building plans conform with the Architectural Guidelines and Controls.

**ARTICLE 8
BUILDER'S BUILDING COMMITMENT**

- 8.01** The Builder covenants and agrees to commence construction of single family homes on all the Lot(s) it is purchasing pursuant to this Agreement within twenty-four (24) months from the date of execution of this Agreement (the "Commencement Date"). In the event the Shallow Services, as defined herein, have not been installed as at the date of execution of this Agreement, the Commencement Date shall be the 1st day of the month following notification by the Developer to the Builder of completion of installation of Shallow Services (the "Notification"). The Builder further agrees to complete construction within twelve (12) months from the Commencement Date.
- 8.02** Failure by the Builder to comply with the foregoing Section 8.01, shall subject the Builder to payment of a fine in the amount of One Thousand (\$1,000.00) Dollars for each day the Builder is late in the commencement and or completion of construction of homes on the Lots. Such amount(s) shall be due and payable upon delivery of an invoice by the Developer to the Builder and may, at the option of the Developer, be deducted from the Damage Deposit. If any amount remains unpaid under this Article 8, the Developer may at its option declare the whole balance of any sums due hereunder at once due and payable.
- 8.03** Upon failure to pay any sums due under Section 8.02 above, after demand for payment having been made upon the Builder by the Developer, then all rights and interests of the Builder hereby created or then existing shall thereupon forthwith cease and determine without any legal proceedings being taken or other act being performed by or on behalf of the Builder and the said Lot(s) shall revert to and revest in the Developer free from all claim or interest hereby created by the Builder or any person claiming by, through or under the Builder. The Developer shall be entitled, in such case, without giving any notice, to take possession of the Lot(s) and to remove or cause to be removed the Builder therefrom. Such determination of this Agreement shall not operate as a penalty and the Developer shall be entitled to retain as liquidated damages all payments and improvements made by or on behalf of the Builder under this Agreement.

**ARTICLE 9
APPROVAL OF BUILDING PLANS AND SPECIFICATIONS**

- 9.01** The Builder agrees to submit its building plans and all additional information or details as may be reasonably required by the Developer or its representatives for approval, which approval shall not be unreasonably withheld.

- 9.02 The Builder agrees that it shall not apply for a building permit or commence construction until such time as the Developer has approved its building plans and specifications (the “**Approved Building Plans**”).
- 9.03 The Builder agrees that it shall not make any changes to the Approved Building Plans and specifications without the prior written consent of the Developer, which consent may be arbitrarily withheld.
- 9.04 The Developer’s grant of approval of the Builder’s building plans and specifications is subject to the Damage Deposit being paid in full.
- 9.05 In the event the Developer in its sole discretion determines that the Builder’s construction does not conform to the Approved Building Plans and specifications and/or the Architectural Guidelines and Controls, the Builder agrees to correct the construction to conform to the Approved Building Plans and to the Developer’s Architectural Guidelines and Controls.
- 9.06 Until such time as the Builder has completed the necessary corrections to the building plans and specifications so as to make it compliant with the Approved Building Plans and/or with the Architectural Guidelines and Controls, the Developer shall be entitled to withhold the issuance of any further Grade Slips for Lots purchased by the Builder pursuant to this Agreement, or for Lots purchased pursuant to any other Agreement entered between the Developer and Builder.
- 9.07 In addition, the Developer may at its sole option, enter the Lots and the Development to cause such work and or repairs to carry out the required changes as it in its sole discretion deems necessary and the Builder hereby grants the necessary access therefor to the Lots to the Developer. The costs for such work and or repairs plus a reasonable administration fee shall be paid by the Builder and deducted from the Damage Deposit and any shortfall resulting therefor, shall be fully recoverable from the Builder and shall form a charge and lien against the Lots.

ARTICLE 10 BUILDER’S CONSTRUCTION OBLIGATIONS

- 10.01 The Builder acknowledges that it shall be solely responsible for the adherence to and compliance with all building codes, land use by-laws, drainage by-laws, restrictive covenants, caveats and all federal, provincial and municipal regulations affecting the Development and the construction of homes thereon. The approval of the Builder’s building plans and specifications by the Developer or its agents does not constitute a confirmation of adherence to or compliance with all building codes, land use by-laws, restrictive covenants, caveats and all federal, provincial and municipal regulations affecting the Development and the construction of homes thereon, nor does it absolve the Builder of the responsibility of ensuring such adherence and compliance.

- 10.02** Prior to the final Architectural Control inspection of each of the Lots by the Developer, the Builder shall provide the Developer with a copy of the certified survey certificate signed by an accredited Alberta Land Surveyor showing the “as constructed” grades on each of the Lots.
- 10.03** Prior to the commencement of any basement construction on any Lots, the Builder shall complete a footing check on each of the Lots in accordance with the tolerances set forth in the Developer’s Architectural Guidelines and Controls, and provide the Developer with written confirmation of such completion.
- 10.04** After the Development has been fully serviced, (i.e. graded, deep and shallow utilities installed, roads paved and concrete curbs/gutters and sidewalks as appropriate), the Builder shall be responsible for maintaining and repairing any damage to the services and sidewalks on the Development, until the City has issued its F.A.C. on the services on the Development. Upon sale of the constructed homes on the Lots to a third party purchaser, the Builder shall obtain from the third party purchaser an indemnity in favour of both the Builder and Developer, that requires the third party purchaser to make any repairs necessary to the services on the Development caused by it or its contractors and shall deliver a duly executed indemnity agreement to the Developer.
- 10.05** The Builder shall store all of its construction materials and supplies in an orderly manner on the Lots and Development. The said construction materials and supplies and any dirt removed from any basement excavation shall not encroach on any adjacent lots.
- 10.06** The Builder acknowledges that there shall be only one controlled point of access to, and egress, from each of the Lots comprising the Development during construction thereon and that it shall ensure that all people entering onto the Development during construction shall use this one point of access and egress which shall be gravelled at the Builder’s expense.
- 10.07** The Builder further agrees that it shall be responsible for the removal of this gravelled access/egress point and/or the cleanup of any excess mud or debris on the road on or adjacent to the Development caused by anyone leaving the Development during construction thereon.
- 10.08** The Builder shall at its sole cost and expense promptly construct and install a retaining wall on any of the Lots comprising the Development on which it is unable to maintain the lot drainage within the boundary of such Lot, or is unable to maintain the property line grades as set out in the Approved Building Plan, containing the approved building grade plan, by use of a maximum 3:1 finished grade slope contained entirely within the boundary of such Lot. The Developer will not become involved in any dispute between the Builder and any adjacent landowner regarding a retaining wall or onsite drainage issues.

- 10.09** The Builder acknowledges that any failure of the Developer to notify it of the requirement for a retaining wall does not absolve it of the responsibility to construct a retaining wall as set forth in Paragraph 10.08 above.
- 10.10** In the event that the Builder fails to construct and install a retaining wall in a timely manner, and such failure results in the delay of the issuance of F.A.C.s by the City, the Developer shall be entitled but not obligated to enter on to the Lots and Development to construct the retaining wall (and the necessary access therefor to the Development is hereby granted to the Developer); and the costs and expenses thereof plus a reasonable administration fee shall be deducted from the Damage Deposit and any unpaid balance remaining shall be recoverable from the Builder.
- 10.11** All curb stops must be adjusted to a final grade as determined by the Developer at the sole cost and expense of the Builder. The Builder agrees to protect all curb stops from damage during construction on the Development and shall not remove any curb stop markers during construction until same is completed.
- 10.12** The Builder may not remove any material including rock and soil from the Lots, other than topsoil without the express prior written consent of the Developer, which consent may be arbitrarily withheld. All excess material removed during basement excavation on the Lots and or Development must be removed from the Lots and or Development by the Builder at its sole cost and expense to a site identified by the Developer.
- 10.13** The Builder shall grade the Lot, then provide topsoil for the entire Lot. Upon receipt of the approved Lot Grading Certificate, the Developer will supply and install fine grading, sod, tree (or trees) and shrubs as per City requirements for the front yard (as a minimum) and/or side and rear yards inclusive of corner and amenity lots in accordance with the Architectural Control Guidelines. The Builder agrees to compact and grade each lot prior to delivery of topsoil and/or the sod. The Builder may access the topsoil pile, if any, located on the Developer's Lands at no cost and on an "as is" basis. The Builder agrees and acknowledges that the topsoil is not screened by the Developer and no representations of warranties respecting the condition or quality of the topsoil are provided by the Developer.

Subject only to seasonal grading and weather permitting, for homes constructed on the Lots between May 15 to October 31, the Builder shall ensure the Lot Grading Certificate is in place within 6 weeks of granting possession of the home and in any event on or before October 31 of the same year. For homes where construction of the home on the Lot is completed after October 31, the Builder shall ensure the Lot Grading Certificate is in place on or before June 15 of the following year.

- 10.14** The Builder agrees that it will comply with the Developer's policy regarding site cleanliness. It is agreed that such policy shall require, *inter alia*, the Builder to provide a deposit in the amount determined by the Developer to be held by the Developer and to be used only for the purpose of ensuring site cleanliness and

maintenance by the Builder. The Builder agrees that it shall maintain the Building Lots in a clean condition at all times and agrees to cut or spray the weeds and to control insects on the Lots and to carry out and perform all acts required to be done under any Act or by regulations or by-laws with respect to weed and insect control. The Developer and its authorized agents shall examine the condition of the Lots and if any want of repair and or maintenance shall be found and notice be given to the Builder, the Builder shall, within forty-eight (48) hours from receipt of such notice, repair and maintain the Lots in accordance with the notice, failing which, the Developer shall be entitled to repair the same and the Developer shall deduct the cost thereof plus a reasonable administrative fee from the deposit. If no deposit has been provided, the costs thereof shall be deducted from the Damage Deposit and any unpaid balance remaining shall be recoverable from the Builder.

10.15 Failure by the Builder to maintain cleanliness of the site during and after construction shall result in the Builder paying the Developer the cost incurred by the Developer in cleaning the site on behalf of the Builder and a fine of Five Hundred (\$500.00) dollars for the first incident, and increasing in Five Hundred (\$500.00) dollar increments for each incident thereafter, which amount shall be due and payable immediately upon an invoice submitted by the Developer to the Builder and if unpaid, shall be deducted from the Damage Deposit and any unpaid balance remaining shall be recoverable from the Builder.

10.16 The Developer agrees that it shall provide one (1) garbage bin per Lot under construction, unless the Builder has purchased contiguous Lots, in which case there shall be one (1) bin for every two (2) Lots. The Builder agrees not to move the location of the garbage bin under any circumstances without the prior consent of the Developer.

10.17 The Builder acknowledges and agrees that it is in the best interests of all builders involved in construction on the Development that security personnel or video surveillance be hired or installed respectively (collectively, the "Security Measures"), to monitor activities on the Development. The Developer shall implement such Security Measures as it deems reasonably necessary, having regard to the wishes of the majority of the builders of the Development and the level of occupancy of homes built on the Development. The costs of implementation of any Security Measures shall be determined by a majority of the builders. The Builder shall contribute equally to the costs of all such Security Measures.

The Builder hereby expressly acknowledges and agrees that the Developer shall not be held liable for any damages or losses of whatsoever kind arising from or resulting from the installation and or implementation of any Security Measures. The Builder hereby holds the Developer harmless from any action, suits, losses or damages arising from or related in any way to the Security Measures.

10.18 The Builder acknowledges and agrees that attendance at scheduled meetings between the Developer and all the builders on the Development is mandatory, and failure to attend same without a reasonable excuse may result in a fine of Five

Hundred (\$500.00) dollars for the first incident, and increasing in Five Hundred (\$500.00) dollar increments for each incident thereafter, which amount shall become due and payable immediately upon an invoice submitted by the Developer to the Builder and if unpaid, shall be deducted from the Damage Deposit and any unpaid balance remaining shall be recoverable from the Builder.

**ARTICLE 11
RIGHT OF FIRST OFFER AND DEVELOPER'S
OPTION TO PURCHASE LOTS**

- 11.01** The Builder will not, for a period of two (2) years from the Closing Date, sell or otherwise dispose of the Lots (unless the Builder has completed the construction of a home on the Lots) without first offering in writing to sell the Lots to the Developer. The offer shall be open for acceptance for thirty (30) business days from its receipt by the Developer and the terms of purchase shall be in accordance with Section 11.03 of this Agreement. If the Developer elects not to purchase the Lots, then the Builder shall be entitled to sell the Lots to any other person, provided such person has agreed, in writing, with the Developer to observe and perform the outstanding and continuing obligations of the Builder hereunder. The Purchaser agrees that this right of first offer is to be an interest in land and the Developer shall be entitled to file a caveat in respect thereof, at the Builder's expense. If the Developer elects not to exercise this right of first offer, it will provide a discharge of the caveat to the Builder concurrently with the delivery of conveyancing documents contemplated herein. Should the Builder sell the Lots in breach of this provision, then any proceeds of sale received by the Builder shall be deemed to have been received in trust for the Developer and the Developer shall be entitled to receive the same in full without prejudice to any other rights or remedies that the Developer may have against the Builder in law or in equity.
- 11.02** The Builder does hereby grant to the Developer an irrevocable option to purchase the Lots should the Builder fail to commence or complete construction within the times described in Section 8.01, or should the Builder be in default of this Agreement. The said option to purchase may be exercised by written notice given by the Developer to the Purchaser within a period of ninety (90) days following the dated of such breach. In the event the Developer exercises the said option to purchase, the terms of purchase and sale of the Lots shall be as set forth below.
- 11.03** The terms of sale of the Lots to the Developer in furtherance of its exercise of an option to purchase provided in this Agreement shall be as follows:
- (a) the date for transfer of title and possession shall be the 30th day following the date of exercise of the option to purchase;
 - (b) usual adjustments for taxes shall be made as of the date described in sub-clause (a) above;

- (c) the purchase price for the Lots shall be 80% of the purchase price paid by the Builder to the Developer, less any monies owing under this Agreement by the Builder to the Developer excepting unpaid purchase monies;
- (d) title to the Lots shall be free and clear of all encumbrances except those in favour of the Developer or arising by, through or under the Developer and except those instruments to which the title was subject at the time the title to the Lots was transferred by the Developer to the Builder which were not registered by, through or under the Builder;
- (e) at the request of the Developer, any Alberta New Home Warranty Program warranty or other program warranty (of which program the Builder is a member) shall be assigned to or issued in the name of the Developer at the time for closing;
- (f) at the request of the Developer, the Builder shall assign to the Developer at closing the Builder's interest in any agreement to sell the Lots and any home thereon;
- (g) time shall be of the essence.

11.04 The options to purchase contained in this Agreement are covenants running with the Lands and shall be binding upon the Builder and its successors in title to the Lots.

ARTICLE 12 SHOWHOMES

- 12.01** The Builder agrees that it shall, within ten (10) months following notification by the Developer of completion of installation of Shallow Services, fully construct and professionally furnish at least one (1) show home available for viewing by the public. The show home shall be presented to the public in accordance with industry standards and shall be clean throughout and free of construction debris. The Builder will display all of the Developer's marketing materials and boards in a manner acceptable to the Developer.
- 12.02** The Builder shall not be required to pay the Developer any amount for the Show Home Lot over and above the deposits as described in Schedule of Payments until the Show Home Closing Date.
- 12.03** Provided that the Developer agrees to accept payment of the balance of the Purchase Price for the Show Home Lots after the Show Home Closing Date, the Purchaser agrees to pay interest at a rate equal to the Royal Bank of Canada Prime Rate in effect, plus six (6%) percent per annum on all money due and payable to the Developer for the Show Home Lots as at the Show Home Closing Date (as defined herein), until same has been paid for unconditional release to the Developer.

- 12.04** The Developer shall provide landscaping for the front and back yards of each Show Home Lot and the Builder agrees to compact and grade each Show Home Lot prior to delivery of the landscaping materials.
- 12.05** The Builder agrees to adequately staff the show homes with qualified sales representatives and keep the show homes open for viewing during the hours to be set by the Developer. If the Builder fails to keep the show homes open for more than two (2) days in a period of one month, the Builder shall be subject to a penalty in the amount of Two Hundred Fifty (\$250.00) Dollars for the first incident and thereafter, increments of Two Hundred Fifty (\$250.00) Dollars for each subsequent incident, such amount(s) to be deducted and paid to the Developer from the Damage Deposit. No alcohol shall be served or consumed in the show homes during viewing hours without the prior written consent of the Developer.
- 12.06** Neither the show homes nor the Show Home Lots shall be used for the storage of construction materials for other Builder's Lots.
- 12.07** The show homes may not be sold or closed prior to the closing of the show home parade on the Development without the prior written consent of the Developer, which may be arbitrarily withheld. Sale or closure of a show home without such consent shall be deemed to be an act of default by the Builder under this Agreement.

ARTICLE 13 BUILDER DEFAULT

- 13.01** Should any one or more of the following events occur:
- (a) default by the Builder on a payment due to be made on account of the Purchase Price of the Lots;
 - (b) the Builder fails to perform or observe any term or covenant under this Agreement that it has agreed to perform or observe and such failure continues for a period of ten (10) days following written notice of default being provided by the Developer to the Builder,
 - (c) the Builder becomes bankrupt or subject to an order for the dissolution, liquidation or winding-up of the Builder, or makes an assignment for the benefit of creditors, or files a proposal or a notice of intention to file a proposal, or otherwise takes advantage of any rights protecting debtors under the *Bankruptcy and Insolvency Act* of Canada or the *Companies' Creditors Arrangement Act* or any other federal or provincial legislation;

then the Developer shall be entitled to declare the Builder's rights under this Agreement terminated and at an end and to forfeit the Deposit as liquidated damages and not as a penalty.

13.02 The Builder acknowledges and agrees that in the event of any of the foregoing events occurring and the Developer terminating the Builder's rights under this Agreement, that the Developer will, *inter alia*, incur additional commission, legal and other costs in reselling the Lots, the Developer will continue to bear the holding costs associated with continued ownership of the Lots, the Developer will experience delay in obtaining purchase monies from a new purchaser thereby delaying the Developer's ability to pay down its mortgage debt secured by the Lots or to invest the purchase monies, as the case may be and that any resale of the Lots could take a significant amount of time and could be at a considerably lower market price due to market changes. More importantly, the Builder and the Developer acknowledge that as a result of the uncertainty in ascertaining the potential loss to the Developer, it is acknowledged and agreed by both the Developer and the Builder hereunder that the deposit paid herewith is an honest and genuine pre-estimate of the damages which would be incurred by the Developer in the event of such failure to complete the obligations of the Builder hereunder and not as either a penalty to the Builder, or a payment under value to the Developer.

13.03 Without limiting any of its other remedies at law or in equity, upon default by the Builder the Developer may perform or cause to be performed each or any obligation of the Builder hereunder, including correction of any work improperly performed or performed in breach of the Architectural Guidelines and all expenses resulting therefrom plus an administrative fee equal to fifteen (15%) of the cost of such corrections to reimburse the Developer for the cost of providing such services plus GST on such fee, shall be paid by the Builder to the Developer forthwith upon demand and shall bear interest from the dates such expenses are incurred at the rate of twenty-four (24%) percent per annum until the Builder reimburses the Developer for such expenses.

ARTICLE 14 INDEMNITY BY BUILDER

14.01 The Builder shall and does hereby indemnify and save harmless the Developer from and against any and all claims, demands, costs, damages, actions, suits, or other proceedings which may be brought against the Developer either directly or indirectly by reason of construction or the performance of any other work on or in connection with the Development by the Builder, its contractors, servants, agents, employees, invites, licenses, and all persons having business with the Builder.

ARTICLE 15 CAVEAT

15.01 The Developer agrees to allow the Builder to file a Caveat against the Lots protecting its interests under this Agreement, provided that the Builder agrees to postpone the Caveat to the Developer's financing on the Development and to erect a sign on the Development advising of its future development and its availability for sale. The Builder agrees to remove its Caveat at its expense and to dismantle

this sign, if any, on the Development should this Agreement be terminated prior to the Closing Date.

ARTICLE 16 GENERAL PROVISIONS

- 16.01** The Builder shall be responsible for and shall pay as and when same are statutorily due, any and all Goods and Services Tax relating to this transaction, subject to s. 221(2) of the *Excise Tax Act*.
- 16.02** The Builder has inspected the Lots and expressly agrees that neither the Developer nor any agent for the Developer has made any representation, warranty, collateral agreement or condition regarding the Lots, other than as set forth in writing in this Agreement.
- 16.03** The Builder acknowledges and agrees that it is the prime contractor within the meaning of the *Occupational Health and Safety Act* of Alberta and the Builder undertakes to carry out the duties and responsibilities of the prime contractor with respect to all work performed on the Lots and Development.
- 16.04** The Builder shall indemnify and save harmless the Developer from any liability for claims, damages, or penalties, including legal fees on a solicitor and own client basis to defend any prosecutions or civil actions, arising from the Builder's failure to comply with the duties under the said *Occupational Health and Safety Act* of Alberta or any other relevant legislation.
- 16.05** This Agreement shall not merge upon registration of the transfer of Lots to the Builder or to its permitted assigns but shall survive such registration.
- 16.06** If any section or provision in this Agreement shall be adjudged to be invalid or unenforceable, then such section or provision shall not affect the validity or enforceability of any other section or provision of this Agreement.
- 16.07** The parties agree that they will each promptly execute and deliver all necessary all documentation and to do all necessary acts in order to fully carry out and perform the true intent of this Agreement.
- 16.08** Time shall in all respects be the essence of this Agreement and of the transaction herein provided for and each and every part thereof.
- 16.09** The Developer may assign this Agreement without consent of the Builder. This Agreement may not be assigned by the Builder without the express prior written consent of the Developer.
- 16.10** This Agreement shall be governed and construed by the laws of the Province of Alberta.

16.11 This Agreement shall enure to the benefit of, and be binding on the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

16.12 Where the plural is used throughout this Agreement, the same shall be construed as singular where the context is so required and *vice versa*.

DATED at Calgary, Alberta, on the 17 day of December, 2013.

DULY and properly authorized, executed and delivered:

Approval & Acknowledgement		
Department	Initial	Date
Legal As to Form	<i>ASJ</i>	DEC 12 2013
Manager As to Content	<i>ASJ</i>	DEC 17 2013
Accounting As to Acknowledge		
Doc Uploaded to Share Point		
Genesis Land Development Corp.		

GENESIS LAND DEVELOPMENT CORP.

Per: *[Signature]* c/s

Per: _____ c/s

1679775 ALBERTA LTD.

Per: *[Signature]* c/s

Per: _____ c/s

Witness

DEVELOPER'S SOLICITOR:
Jamila Premji
Barrister & Solicitor
7315 - 8 STREET NE
CALGARY ALBERTA T2E 8A2
FAX: (403) 250-7395
TEL: (403) 250-8777 EXT 4
E-MAIL: jamila@jamilapremji.com

BUILDER'S SOLICITOR:

ATTENTION: _____

CALGARY ALBERTA

FAX: (403) _____

TEL: (403) _____

E-MAIL: _____

Schedule "A"

Legal Description of Development:

BAYSIDE PHASE 5 - AIRDRIE, ALBERTA

FIRSTLY

MERIDIAN 5 RANGE 1 TOWNSHIP 27
SECTION 2
QUARTER NORTH EAST
CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS
EXCEPTING THEREOUT:

PLAN	NUMBER	HECTARES	ACRES	MORE OR LESS
ROAD	4209EZ	0.494	1.22	
SUBDIVISION	9410916	2.10	5.19	
SUBDIVISION	0512550	11.51	28.44	
SUBDIVISION	0610706	2.19	5.41	
SUBDIVISION	0614020	4.04	9.98	
SUBDIVISION	0714427	1.42	3.51	
SUBDIVISION	0715945	2.38	5.88	
SUBDIVISION	1310331	0.235	0.58	

SECONDLY

MERIDIAN 5 RANGE 1 TOWNSHIP 27
SECTION 2
QUARTER SOUTH EAST
AS SHOWN ON THE TOWNSHIP PLAN DATED 22 SEPTEMBER 1897
CONTAINING 65.7 HECTARES (162.15 ACRES) MORE OR LESS
EXCEPTING THEREOUT:

PLAN	NUMBER	HECTARES	(ACRES)	MORE OR LESS
ROAD	4209EZ	0.166	0.41	
SUBDIVISION	9911874	0.703	1.74	
SUBDIVISION	0212881	13.41	33.14	
SUBDIVISION	0413806	10.61	26.22	
SUBDIVISION	0714427	12.49	30.86	
SUBDIVISION	0814491	4.121	10.41	
SUBDIVISION	0911011	8.765	21.66	
SUBDIVISION	0914776	2.32	5.73	

EXCEPTING THEREOUT ALL MINES AND MINERALS

PERMITTED ENCUMBRANCES:

Titles to the Lots shall be subject to the following Permitted Registrations:

FIRSTLY DESCRIBED LANDS

Utility Right of Way 811 143 656
Utility Right of Way 041 409 744
Caveat 051 253 228
Caveat 061 089 348
Utility Right of Way 061 089 359
Caveat 071 437 232
Utility Right of Way 071 438 489
Utility Right of Way 071 438 492
Caveat 071 587 980
Caveat 071 588 004
Utility Right of Way 121 266 063
Caveat 131 031 018
Caveat 131 031 019

SECONDLY DESCRIBED LANDS

Caveat 021 302 613
Caveat 021 303 263
Caveat 041 409 733
Utility Right of Way 041 409 742
Utility Right of Way 041 409 744
Utility Right of Way 041 071 541
Caveat 071 437 232
Caveat 081 370 146

and such instruments and registrations required by the Developer under this Agreement and the Restrictive Covenant which will remain on title until all obligations regarding compliance with Architectural Guidelines and Controls and Standards are satisfied to the Developer's standards.

Schedule "B"
Building Lots (the "Lots") Purchased

Bayside Phase 5

Block	Lot	Price (\$)
6	14	\$130,000
6	22	\$132,000
6	23	\$132,000
6	24	\$132,000
6	28	\$132,000
7	25	\$138,000
6	59	\$140,600
6	66	\$140,600
7	5	\$140,600
7	12	\$140,600
7	13	\$140,600
6	19	\$142,000
6	35	\$142,000
6	36	\$142,000
6	49	\$145,000
6	39	\$148,000
6	40	\$148,000
6	41	\$148,000
6	46	\$148,000
6	60	\$148,000
6	67	\$148,000
7	4	\$148,000
7	6	\$148,000
7	26	\$148,000
7	10	\$150,000
6	42	\$153,000
6	45	\$155,400
7	31	\$155,400
7	23	\$163,000
7	22	\$168,000
7	18	\$181,000
7	19	\$181,000
5	70	\$212,000
5	64	\$230,000
5	69	\$230,000
22	6	\$237,500
5	52	\$240,000
5	56	\$240,000
5	62	\$250,000
5	63	\$250,000

\$6,598,300

Show Home

Schedule B-1
Pool Lots

Bayside Phase 5

Block	Lot	Price (\$)
5	57	\$240,000
5	58	\$240,000
5	67	\$230,000
5	71	\$198,000
5	72	\$198,000
5	73	\$202,500
5	74	\$207,000
5	75	\$207,000
5	76	\$170,000
5	77	\$206,400
6	15	\$148,000
6	20	\$137,000
6	29	\$132,000
6	30	\$132,000
6	37	\$153,000
6	38	\$148,000
6	43	\$148,000
6	44	\$148,000
6	50	\$145,000
6	51	\$155,400
6	52	\$148,000
6	53	\$148,000
6	58	\$130,000
6	63	\$148,000
6	64	\$140,600
6	65	\$148,000
6	68	\$130,000
7	1	\$138,000
7	3	\$140,600
7	9	\$140,600
7	11	\$150,000
7	14	\$138,000
7	24	\$153,000
7	27	\$156,000
7	32	\$155,400
22	2	\$230,000
22	3	\$216,000
22	4	\$225,000
22	7	\$242,250
22	8	\$250,000
22	9	\$250,000
22	10	\$250,000

Schedule "C"
Schedule of Payments

\$6,598,300.00 **Purchase Price**

Purchase Price shall be due and payable to the Developer as follows:

1. **\$421,500.00** being payment of 15% non-refundable deposit of the Purchase Price of 20 Lots identified in Schedule "C-1" attached hereto shall be due and payable by the Builder to the Developer on execution of this Agreement, fully releasable to the Developer.
2. **\$189,415.00** being payment of 5% non-refundable deposit of the Purchase Price of 20 Lots identified in Schedule "C-2" attached hereto shall be due and payable by the Builder to the Developer on execution of this Agreement, fully releasable to the Developer.
3. **\$378,830.00** being payment of 10% non-refundable deposit of the Purchase Price of 20 Lots identified in Schedule "C-2" attached hereto shall be due and payable by the Builder to the Developer on March 24, 2014, fully releasable to the Developer.
4. Payment of the balance of the Purchase Price of all Building Lots, other than the Show Home Lot and the Pool Lots, shall be due and payable by the Builder to the Developer as follows:

 Commencing **September 15, 2014** and at monthly intervals thereafter until **November 15, 2014**, the Builder shall pay the Purchase Price in full for two (2) Lots selected from the Building Lots enumerated in Schedule "B". Commencing **December 15, 2014** and continuing thereafter on the 15th day of each and every month, the Builder shall at monthly intervals, pay the Purchase Price in full for three (3) Lots until all the Lots being purchased herein are fully paid. The Purchase Price of all Building Lots being purchased herein shall be fully paid, in any event, on or before **November 15, 2015**.
5. Payment of the balance of the Purchase Price of the Show Home Lot shall be paid by the Builder to the Developer, in full, on or before **November 15, 2015**.
6. Payment of the balance of the Purchase Price of the Pool Lots shall be paid by the Builder to the Developer, in full, on or before **June 1, 2016**.

Notes:

1. Time shall be of the essence in this Agreement, and in particular for the payment of funds hereunder; and
2. Payments are to be received by the Developer no later than 1:00 PM, Calgary time on the date the said payment is due, and provided that the Developer accepts late payment (at the Developer's option), interest will accrue on such delinquent payments at the rate greater of nine (9%) percent per annum and a rate of interest equal to the prime rate charged by the Royal Bank of Canada plus six (6%) percent per annum compound daily.
3. Funds are to be in a form of bank draft or certified cheque made payable to JAMILA PREMJI PROF. CORP. - IN TRUST.

DAMAGE DEPOSIT

\$100,000 Cash or \$50,000 LC Damage Deposit shall be due and payable to the Developer on execution of this Agreement to be held in trust by the Developer's solicitor and released in accordance with the terms of this Agreement.

Schedule "C-1"

Bayside Phase 5

Block	Lot	Price (\$)
6	14	\$130,000
6	22	\$132,000
6	23	\$132,000
6	24	\$132,000
6	28	\$132,000
7	25	\$138,000
6	59	\$140,600
6	66	\$140,600
7	5	\$140,600
7	12	\$140,600
7	13	\$140,600
6	19	\$142,000
6	35	\$142,000
6	36	\$142,000
6	49	\$145,000
6	39	\$148,000
6	40	\$148,000
6	41	\$148,000
6	46	\$148,000
6	60	\$148,000

\$2,810,000

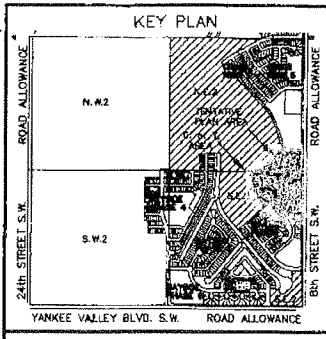
Schedule "C-2"

Bayside Phase 5

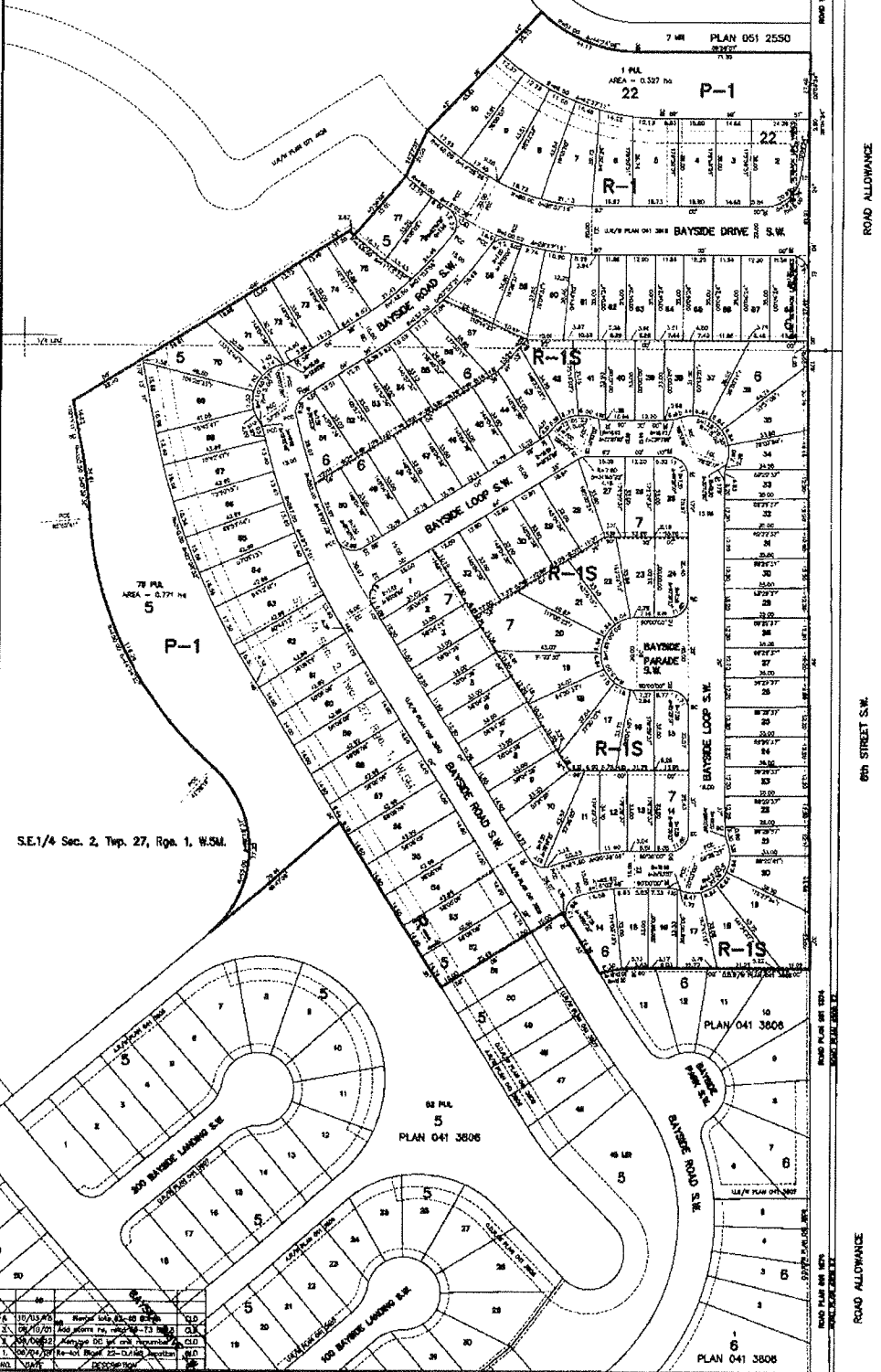
Block	Lot	Price (\$)
6	67	\$148,000
7	4	\$148,000
7	6	\$148,000
7	26	\$148,000
7	10	\$150,000
6	42	\$153,000
6	45	\$155,400
7	31	\$155,400
7	23	\$163,000
7	22	\$168,000
7	18	\$181,000
7	19	\$181,000
5	70	\$212,000
5	64	\$230,000
5	69	\$230,000
22	6	\$237,500
5	52	\$240,000
5	56	\$240,000
5	62	\$250,000
5	63	\$250,000
		\$3,788,300

Show Home

Appendix "I"
Tentative Plan of Subdivision - Bayside Phase 5



N.E.1/4 Sec. 2, Twp. 27, Rge. 1, W.5M.



S.E.1/4 Sec. 2, Twp. 27, Rge. 1, W.5M.

No.	Date	Particulars	By
1	10/15/98	Original Survey	[Signature]
2	10/15/98	As Amended	[Signature]
3	10/15/98	As Amended	[Signature]
4	10/15/98	As Amended	[Signature]
5	10/15/98	As Amended	[Signature]
6	10/15/98	As Amended	[Signature]
7	10/15/98	As Amended	[Signature]
8	10/15/98	As Amended	[Signature]
9	10/15/98	As Amended	[Signature]
10	10/15/98	As Amended	[Signature]

13
PLAN 081 4020

1 PLAN 051 2550
7 ML
AREA = 0.527 ha
22 P-1

78 ML
AREA = 0.771 ha
5 P-1

62 ML
PLAN 041 3806
5

PLAN 041 3806
6



REGISTRAR
SOUTH ALBERTA LAND REGISTRATION DISTRICT

PLAN NO. _____
ENTERED AND REGISTERED _____
INSTRUMENT NO. _____
A.D. REGISTRAR _____

BAYSIDE AIRDRIE -- ALBERTA

TENTATIVE
PLAN SHOWING SURVEY OF
SUBDIVISION
OF PART OF THE
E.1/2 Sec. 2, Twp. 27, Rge. 1, W.5M.

8
PLAN 041 2981

28 PLAN 041 4348
11

200 PLAN 041 3021
9

200 PLAN 041 3021
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200 PLAN 041 3021
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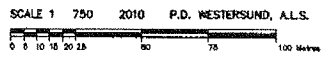
200 PLAN 041 3021
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200 PLAN 041 3021
9



- LEGEND**
- Delineation on or within and outside thereof.
 - Stationary iron post shown thus.
 - Stationary iron post painted and marked P217 shown thus.
 - Pinned 0.025 x 0.025 steel nail in concrete work shown thus.
 - Alberta Survey Control Marker (ASCM) shown thus.
 - Area to be registered shown bounded thus.
 - and contains 1:50.
 - The plan contains 128 lots including 2 P.L.A.s.
 - Distances on curved boundaries are arc distances.
 - All corner radii are 7.50 metres unless shown otherwise.
 - Boundary data referred to the 1985 Alberta Survey Control Grid or defined by the following markers 210511 and 91072.
 - Datum - North American Datum 1983 (NAD83)
 - Projection - Transverse Mercator Projection
 - Reference Station - 210511
 - Contour Factor - 0.00035
 - For Utility Right-of-Way see Registered Plan No. _____
 - For Overhead Drainage Right-of-Way see Registered Plan No. _____
 - Spacing of name abbreviated thus.
 - Centre bearing abbreviated thus.
 - Decline bearing abbreviated thus.
 - East abbreviated thus.
 - End of curve abbreviated thus.
 - Estimated bearing abbreviated thus.
 - North abbreviated thus.
 - Stationary iron post abbreviated thus.
 - Stationary iron post painted and marked P217 abbreviated thus.
 - West abbreviated thus.
 - Marker shown abbreviated thus.
 - Marker post shown abbreviated thus.
 - Marker shown abbreviated thus.
 - North abbreviated thus.
 - East of curve abbreviated thus.
 - Overhead Drainage abbreviated thus.
 - Point of change of curvature abbreviated thus.
 - Point of tangency shown thus.
 - Utility Right-of-Way abbreviated thus.
 - Right-of-Way shown thus.
 - Right-of-Way abbreviated thus.
 - Right-of-Way shown thus.
 - South abbreviated thus.
 - Section abbreviated thus.
 - Township abbreviated thus.
 - Utility abbreviated thus.
 - Well abbreviated thus.
 - Central angle of curve shown thus.
 - Lot shown in square metres and shown thus.
 - The position where stationary iron post marked P217 are to be placed is shown on Sheet 2 of 2 of the Description form.
 - Contour values for positions of Survey Monuments found or placed by this survey are shown on Sheet 2 of 2 of the Description form.
 - Survey Monuments to be placed in accordance with Section 47 of the Survey Act are shown in the list of coordinates attached to the subdivision instrument.

Roof area	= 1.621 ha
P.L. area	= 1.088 ha
R-1 area	= 2.122 ha
R-1S area	= 3.906 ha

SCHEDULE OF AREAS	
E.1/2 Sec. 2, Twp. 27, Rge. 1, W.5M.	2.22 ha
E.1/4 Sec. 2, Twp. 27, Rge. 1, W.5M.	2.33 ha
TOTAL	4.55 ha

CONDOMINIUM
PLAN 071 5128

SUBDIVISION AUTHORITY
CITY OF AIRDRIE

REGISTERED OWNERS
CONCRETE LAND DEVELOPMENT CORP.

SURVEYOR
Paul D. Westersund, A.L.S.
Examined and signed on _____
in _____ 2008 in accordance with
the provisions of the Survey Act.
Further subject to the Act of September, 2008

REGISTRATION DISTRICT
P217

**AFFIDAVIT
VERIFYING CORPORATE SIGNING AUTHORITY**

I, _____, of the City of _____, in the Province of Alberta,
MAKE OATH AND SAY:

1. I am the _____ of 1679775 ALBERTA LTD. (Corporation) named in the within or annexed instrument.
2. I am authorized by the Corporation to execute the within or annexed instrument without affixing a corporate seal.

SWORN BEFORE ME at the City of _____)
_____, in the Province of Alberta,)
this ____ day of _____, 2013.)
_____)

A Commissioner for Oaths in and for
the Province of Alberta

AFFIDAVIT OF EXECUTION

I, _____, of the City of _____, in the Province of Alberta,
MAKE OATH AND SAY:

1. That I was personally present and did see _____ named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein.
2. That the same was executed at the City of _____, in the Province of Alberta, and that I am the subscribing witness thereto.
3. That I know the said party, _____ named in the within instrument and that he is in my belief the full age of eighteen years.

SWORN BEFORE ME at the City of _____)
_____, in the Province of Alberta,)
this ____ day of _____, 2013.)
_____)

A Commissioner for Oaths in and for
the Province of Alberta

THIS AGREEMENT made this 24TH day of NOVEMBER, A.D. 2016

BETWEEN: **LEWIS ESTATES COMMUNITIES INC.**
#900, 10310 Jasper Avenue
Edmonton, Alberta
TSJ 1Y8

(hereinafter called "the Vendor")

OF THE FIRST PART,

and

REID BUILT HOMES LTD.
10707 182 Street
Edmonton, Alberta
T5S 1J5

(hereinafter called "the Purchaser")

OF THE SECOND PART.

Lot 45 & 46, Block 44, Plan 162 4038

WHEREAS the Vendor is the owner of lands within a subdivision known as **WEBBER GREENS 10** within the corporate boundaries of the **CITY of EDMONTON**, (hereinafter called "the Subdivision");

AND WHEREAS the Purchaser desires to purchase from the Vendor lot(s) within the Subdivision.

1. NOW THEREFORE It is agreed that in consideration of the promises herein contained and the payments to be made by the Purchaser the strict performance of each and every covenant, condition and stipulation as well as the making by the Purchaser of the payments being hereby expressly declared conditions precedent and of the essence of this Agreement, the Vendor agrees to sell and the Purchaser agrees to purchase the lot (s) in the subdivision described in the Schedule attached marked Schedule "A" to this Agreement (hereinafter called "the said lands") at and for the Purchase Price of **\$240,000.00**.

\$240,000.00 purchase price payable as follows:

\$12,000.00 deposit upon the execution of this Agreement (the receipt whereof the Vendor both hereby admit and acknowledge);

\$36,000.00 balance of Down Payment due on the Closing Date (**DECEMBER 8, 2016**)

\$192,000.00 balance in accordance with the payment Schedules on the attached Schedule "A".

2. The Purchaser agrees to pay to the Vendor the Purchase Price in the manner and on the days and times above mentioned and in addition to pay interest on all that part of the Purchase Price to be paid in accordance with Paragraph 1 from time to time remaining unpaid at the rate of 2% plus Prime Interest Rate at CIBC, Main Branch, Edmonton, Alberta (interest rate) to be computed from the Interest Adjustment Date and to be payable on the same days as the principal of the purchase price until the full amount of the Purchase Price has been paid.

When used herein Prime Interest Rate means the prime commercial rate of interest per annum established or set by the main office in Edmonton, Alberta, of the Canadian Imperial Bank of Commerce (the "Bank") or any successor, by which loans in Canadian dollars are available at the Bank to its most preferred commercial customers. Prime Interest Rate applicable hereunder shall be adjusted on the first day of each calendar month.

3. In case default is made in the payment of any sum due for principal or interest as aforesaid, the Purchaser will pay compound interest at the rate of 12% (arrears interest rate) on the sum in arrears, AND in that case the interest and compound interest are not paid before the expiration of 182 days from the day which the last instalment of principal is payable a rest shall be made and compound interest shall be paid upon the whole sum then remaining due and so on from time to time a rest being made every 182 days.

Purchaser hereby acknowledges that the rate of interest set out in 2. above is based on Purchaser complying with each and every provision hereof and that in the event Purchaser defaults hereunder, said rate of interest does not compensate Vendor for the increased risk hereunder nor the administrative time and efforts required to attend to dealing with said defaults, and that in such event the Purchaser agrees that the arrears interest rate is not a penalty but is commercially reasonable having regard to the facts that existed when this Agreement was entered, and is a genuine pre-estimate of damages the Vendor will suffer for its increased internal costs and risk and Purchaser agrees to pay same.

4. Subject to all of the terms and conditions herein being complied with VACANT POSSESSION shall be given on the date of receipt of the Down Payment.
5. CLOSING DATE AND ADJUSTMENT DATE for all taxes, levies, charges, assessments shall be **DECEMBER 8, 2016**
- 5.1 INTEREST ADJUSTMENT DATE shall be **JUNE 8, 2018**
- 5.2 BALANCE OF PURCHASE PRICE shall be paid on or before **JUNE 8, 2018**
- 6.0 IT IS FURTHER MUTUALLY AGREED AND COVENANTED BETWEEN THE PARTIES HERETO AND THEY AGREE WITH EACH OTHER AS FOLLOWS:

6.1 That the terms and conditions hereof and the terms and conditions contained in the Schedules attached hereto are the full and complete terms of this Agreement and that no alterations, modifications, or amendments of such terms and conditions may be made without first obtaining written consent of the parties hereto and that there are no collateral warranties or conditions other than those contained herein.

6.2 That upon the Purchaser making the payments herein agreed to be paid the Vendor covenants and agrees that it will convey and assure or cause to be conveyed and assured to the Purchaser by a good and sufficient transfer under the "Land Titles Act" and amendments thereto, the said lands and premises, together with the appurtenances belonging thereto but subject to the exceptions, conditions and reservation expressed in the original grant thereof from the Crown or expressed or implied in the existing Certificate of Title and subject to such encumbrances registered or to be registered against the title to the said lands in connection with the development of the subdivision including, without limitation, easements, utility rights of way, restrictive covenants and caveats and subject further to such encumbrances, liens or charges as may have been made or suffered by the Purchaser and provided however that the Vendor may provide the Purchaser together with the transfer an undertaking from a barrister and solicitor in good standing in the Province of Alberta to discharge some or all of the non-permitted encumbrances which remain on title within a reasonable period of time after registration of the transfer and payment of the Purchase Price. Such transfer is to be prepared at the expense of the Vendor and registered at the expense of the Purchaser.

6.3 The Purchaser covenants, promises and agrees to and with the Vendor:

- a) To pay the purchase price of the said lands together with interest at the times and in the manner hereinbefore set out;
- b) That the Vendor may at its option declare the whole balance of the principal, interest and other sums due and accruing due hereunder at once due and payable in any of the following events, namely:
 - (i) If any instalment of principal or interest or any part thereof is in arrears or overdue and such default continues for thirty (30) days after notice thereof be given by the Vendor to the Purchaser; or
 - (ii) If the Purchaser or any one claiming under the Purchaser commits any act of waste upon the said lands and such default continues for fifteen (15) days after notice thereof is given by the Vendor to the Purchaser; or
 - (iii) If the Purchaser defaults in observing or performing any of the covenants and conditions on the part of the Purchaser to be observed, performed or complied with under the terms of this Agreement other than the payment of principal or interest or any part thereof and such default continues for thirty (30) days after notice thereof has been given by the Vendor to the Purchaser; or

- (iv) If the Purchaser makes an assignment for the benefit of creditors or becomes bankrupt or permits any execution or similar process against the interest of the Purchaser hereunder to remain unsatisfied.
- c) Notwithstanding any other rights or remedies that the Vendor may have or be entitled to enforce under this Agreement as a result of any default by the Purchaser in the payment of any sum herein agreed to be paid, or in the performance or observation of any of the covenants, agreements, conditions or provisions of this Agreement, if the Purchaser shall at any time make default in the payment of any sum herein agreed to be paid, or in the performance or observation of any of the covenants, agreements, conditions or provisions of this Agreement, and if such default continues for thirty (30) days after notice in writing thereof shall have been given to the Purchaser by or on behalf of the Vendor, then at the expiration of such thirty (30) days all rights and interests of the Purchaser hereby created or then existing shall thereupon forthwith cease and determine without any legal proceedings being taken or other act being performed by or on behalf of the Vendor and the said lands shall revert to and revest in the Vendor free from all claim or interest hereby created by the Purchaser or any person claiming by, through or under the Purchaser. The Vendor shall be entitled, in such case, without giving any notice or making any demand, to take possession of the said lands and to remove or cause to be removed the Purchaser therefrom. Such determination of this Agreement shall not operate as a penalty and that the Vendor shall be entitled to retain as liquidated damages all payments and improvements made by or on behalf of the Purchaser under this Agreement;
- d) That any judgment obtained pursuant to the provisions of this Agreement shall not operate to merge the provisions hereof with respect to the payment of interest and notwithstanding such judgment, interest shall be payable at the rate hereinbefore set forth; and
- e) Should a builder's lien be registered against the said lands or any part thereof then the Purchaser covenants and agrees to have the same discharged within thirty (30) days of the date of filing of the said builder's lien, provided however, that the Purchaser will not be required to discharge any such builder's lien so long as it shall in good faith contest the validity thereof if, so long as, in the sole discretion and opinion of the Vendor, there is no imminent danger that the said lands or any part thereof will be lost, forfeited or imperilled during the pendency of such contest and provided further that this covenant shall not apply to any lien arising through work contracted for by the Vendor.
- 6.4 The Vendor's title having been already examined and approved by the Purchaser is accepted by them without further investigations and the property having been inspected by them the description hereinbefore contained shall be deemed to be correct and no objections shall be made or compensation claimed on account of an error of description as to quantity or otherwise if any such be found.
- 6.5 The Purchaser agrees that the Vendor shall not be liable in damages or otherwise howsoever for delay in completing or failure to complete and install any of the services required by the municipal authority having jurisdiction if the delay or failure is due to any cause beyond the control of the Vendor including without limiting the generality of the foregoing, inclement weather, strikes, walk-outs, vis major, shortage of materials or acts of any enemies of the Government of Canada.
- 6.6 The Purchaser acknowledges that they are aware of and acquainted with the Plan of Subdivision and are aware of the zoning or planned zoning of the development area and surrounding lands.
- 6.7 The Purchaser covenants and agrees to maintain and protect certain works and public areas adjoining the said lands and to grade the said lands namely;
- a) The Purchaser agrees that if they undertake any excavation or construction work on the said lands herein agreed to be sold they will exercise all care and control of that work necessary to ensure that construction materials, including excavated materials, are confined within the limits of the said lands and do not spill over onto adjoining property or onto any public streets or lanes or other public lands and the Purchaser agrees that if at any time they are in breach of this covenant the Vendor may remove all such material from lands other than the said lands which for any reason become deposited on adjoining lands, public streets, or lanes, all at the expense of the Purchaser and the costs of so doing shall be paid by the Purchaser to the Vendor or its order forthwith upon demand;

b) The Purchaser acknowledges that the curb stop valve(s) or corporation valve(s) on the waterline to the said lands are, at the date of this Agreement with respect to each lot included in SCHEDULE "A" hereto, in good and satisfactory order and repair. (In the event that the curb stop valve(s) or corporation valve(s) on the waterline to the said lands are not installed at the date of this Agreement with respect to each lot included in SCHEDULE "A" hereto or to any of the lots therein described, then the Purchaser undertakes and agrees that they will, upon the installation ("the installation date") of the curb stop valve(s) or corporation valve(s) on the waterline to the said lands, immediately inspect the same and promptly notify the Vendor of any unsatisfactory condition or deficiency respecting same. Failure of the Purchaser to so notify the Vendor within one (1) week of the installation of the curb stop valve(s) or corporation valve(s) on the waterline to the said lands shall constitute acknowledgement by the Purchaser to the Vendor that the curb stop valve(s) or corporation valve(s) on the waterline to the said lands, as installed, are in good and satisfactory order and repair).

The Purchaser agrees and acknowledges that from the later of the date of this Agreement or the installation date, until the Security Deposit or a portion thereof becomes releasable by the Vendor to the Purchaser in accordance with SCHEDULE "B" hereto, the Purchaser shall be strictly responsible for the said curb stop valve(s) or corporation valve(s) on the waterline to the said lands and shall pay any and all costs of repairing, replacing or reconstructing same on account of damage which occurs during the said period.

c) The Purchaser acknowledges that the sidewalks, curbs and gutters adjacent to the said lands are, at the date of this Agreement with respect to each lot included in SCHEDULE "A" hereto, in good and satisfactory order and repair. (In the event that the sidewalks, curbs and gutters adjacent to the said lands are not installed at the date of this Agreement with respect to each lot included in SCHEDULE "A" hereto or to any of the lots therein described, then the Purchaser undertakes and agrees that they will, upon the installation ("the install date") of the sidewalks, curbs and gutters adjacent to the said lands, immediately inspect the same and promptly notify the Vendor of any unsatisfactory condition or deficiency respecting same. Failure of the Purchaser to so notify the Vendor within one (1) week of the installation of the sidewalks, curbs and gutters adjacent to the said lands shall constitute acknowledgement by the Purchaser to the Vendor that the sidewalks, curbs and gutters adjacent to the said lands, as installed, are in good and satisfactory order and repair).

The Purchaser agrees and acknowledges that from the later of the date of this Agreement or the install date, until the Security Deposit or a portion thereof becomes releasable by the Vendor to the Purchaser in accordance with SCHEDULE "B" hereto, the Purchaser shall be strictly responsible for the said sidewalks, curbs and gutters adjacent to the said lands and shall pay any and all costs of repairing, replacing or reconstructing same on account of damage which occurs during the said period.

d) The Purchaser covenants and agrees to grade the said lands and all of them in conformity with the drainage pattern established by the municipal authority having jurisdiction and to grade and place good quality topsoil on the boulevard lying between the property line of the said lands and the curb line or back of sidewalk as the case may be so that a finished grade covered with topsoil will extend from the property line of the said lands to the curb or back of sidewalk and the cost of so doing shall be borne by the Purchaser.

e) The Purchaser agrees to assume all responsibilities of maintaining and cleaning the lot at the Vacant Possession Date. Should the Vendor be required to access the lot for any reason such as to clean or maintain the lot, the Vendor shall have access to the lot and shall deduct the value of any necessary work from the Security Deposit.

6.8 The Purchaser acknowledges that any fencing installed on a property line common to a building lot adjacent to the said lands is not included in the purchase price. The Purchaser further acknowledges that any financial liability in respect of any such fence is the responsibility of the Purchaser.

6.9 The Purchaser acknowledges that all rights and obligations contained in this Agreement, including any and all SCHEDULES or amendments thereto, are severable from the said land itself and will not merge in the transfer of the said lands to them and will survive the closing of this Agreement to the intent that

notwithstanding that they may have received title to part or all of the said lands, their covenants and agreements to pay those amounts or to do that work will survive and be enforceable against them.

6.10 The Purchaser acknowledges that they have inspected the lots and accept them in their existing condition at the date of this Agreement. The Vendor makes no representations or warranties with respect to subsoil or foundation conditions and it is the sole responsibility of the Purchaser to take appropriate steps to ensure adequate foundations for any buildings erected thereon. The Vendor will make available on request any reports or studies pertaining to this matter however it does not warrant, guarantee or make any representation with respect to the accuracy or conclusions of such reports.

6.11 The Purchaser shall indemnify and save harmless the Vendor from any and all losses, costs, damages, actions, causes of action, suits, claims and demands, resulting from anything done or omitted to be done by the Purchaser or his agents or contractors in pursuance or purported pursuance of activities in respect of this Agreement.

Without restricting the generality of the foregoing, the Purchaser acknowledges and agrees that it is the prime contractor within the meaning of the *Occupational Health and Safety Act* (Alberta) and the Purchaser undertakes to carry out the duties and responsibilities of the prime contractor, including doing everything reasonably practicable regarding occupational health and safety, with respect to all work performed on the lands. The Purchaser shall indemnify and hold harmless the Vendor from any liability for claims, damages or penalties, including legal fees on a solicitor and own client basis to defend any prosecutions or civil actions, arising from the Purchaser's failure to comply with the duties, responsibilities and obligation of the Purchaser as a prime contractor, employer or contractor under the *Occupational Health and Safety Act* (Alberta) or any other relevant legislation or at common law.

7. Any notice required to be given to the Purchaser under the terms of this Agreement may be given personally or in the absence of a postal strike or other interruption of postal service by prepaid registered mail and the same shall be deemed to have been delivered to the Purchaser three (3) days after the date the same is mailed at any Government Post Office in Canada and the address of the Purchaser for the giving of any notice required by this Agreement shall be as noted above.

8.

- a) If the time for the performance of any obligation or the giving of any notice hereunder expires on a Saturday, Sunday, or legal holiday, the time for performance or notice shall be extended to the next day which is not a Saturday, Sunday, or legal holiday.
- b) Unless expressly stated otherwise herein, any period for the performance of any obligation or the giving of notice provided for herein shall expire at 4:30 p.m., Edmonton time, on the last day of such period.
- c) In respect of any payments to be made into our office, any funds received after 1:00 p.m. will be deemed to have been received on the next banking day and interest will be payable accordingly.

9. It is agreed that the waiver by the Vendor of the strict performance of any covenant, condition or stipulation herein contained shall not of itself constitute a waiver of or abrogate such covenant, condition or stipulation, nor be a waiver of any subsequent breach of the same or any other covenant, condition or stipulation.

10. It is further agreed that time is to be considered the essence of this Agreement and also that in reading and construing this Agreement the word "Purchaser" or "Purchasers" and all words pending thereon or relating thereto shall be read and construed as in the plural instead of the singular number if there be more than one Purchaser names, and in each case, the covenants shall be deemed to bind the Purchaser severally as well as jointly; and the word "Vendor" and all words pending thereon or relating thereto shall if there be more than one Vendor named be read and construed in the plural instead of in the singular number and each of the powers given to and the covenants made with the Vendor shall be deemed to be given to and made with each of the Vendors alone as well as to or with them jointly; and also that the masculine gender shall include the feminine gender or a body corporate where the context or the parties hereto so require.

11. No assignment of this Agreement shall be valid unless the same shall be for the entire interest of the Purchaser and shall be approved and countersigned by the Vendor and no Agreement or conditions or relations between the Purchaser and their Assignees or any other person acquiring title or interest from or through the Purchaser shall preclude the Vendor from the right to convey the said lands to the Purchaser on the payment of the unpaid portion of the purchase money which may be due under this Agreement unless such assignment be approved and countersigned by the Vendor as aforesaid, and these conditions shall not in any way be affected or changed by the Vendor receiving payment of any portion of such purchase money from any Assignee not approved as aforesaid; and provided further that the terms and conditions herein contained shall constitute covenants running with the land binding upon the Purchaser, and the Vendor shall be entitled to file a Caveat against the said lands indicating its interest herein.

12. The Purchaser hereby represents and warrants to the Vendor that the Purchaser is registered under Subdivision "d" of the Excise Tax Act of Canada ("the Act") and that its G.S.T. registration number is 106 088 461. By virtue of this representation and the corresponding provisions of the Act, the Purchaser covenants to assume the liability for G.S.T. accruing in respect of this transaction (\$12,000.00). The Purchaser further covenants that it shall complete and execute such forms, make such filings and reports, and do all other things that are necessary or required pursuant to the Act, all within the time limits prescribed in the Act.

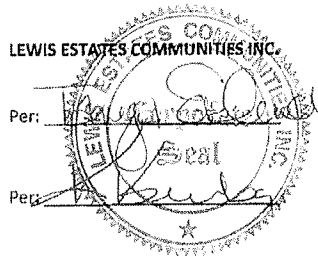
13. Each of the parties hereto covenant and agree from time to time and at all times hereto to do and perform such acts and things and to execute all such deeds, documents and writings and to give all such further assurances with respect to the sale of the said lands herein contemplated as shall be reasonably required.

14. The covenants, provisos, powers and licenses herein expressed or implied shall be binding upon and enure to the benefit of and may be exercised or enjoyed by the parties hereto, the heirs, executors, administrators, successors and permitted assigns respectively.

15. SPECIAL CONDITIONS

- a) See Schedule "B" attached hereto
- b) See Schedule "D" attached hereto
- c) See Schedule "F" attached hereto
- d) See Schedule "G" attached hereto
- e) See Schedule "H" attached hereto
- f) The Purchaser agrees to pay the Vendor the sum of \$575.00 on any given lot sold pursuant to this Agreement, such monies to be a contribution towards the Vendor's costs of marketing and advertising the subdivision.

This Agreement may be executed in counterpart and may be delivered and accepted by facsimile, .pdf, or other form of electronic transmission, with a copy being of the full force and effect as an original.



REID BUILT HOMES LTD.
Jeremy Main
 Sales Manager
Carla Boekestyn
 Controller

Per: [Signature]
 Print Name:
 Title:
 Per: [Signature]
 Print Name:
 Title:

I/We have the Authority to bind the Company

7

SCHEDULE "A"

PURCHASER REID BUILT HOMES LTD.
SUBDIVISION NAME WEBBER GREENS 10
SUBDIVISION PLAN NUMBER 162 4038
CLOSING DATE DECEMBER 8, 2016
INTEREST ADJUSTMENT DATE JUNE 8, 2018
BALANCE DUE DATE JUNE 8, 2018
INTEREST RATE 2% plus Prime Interest Rate at CIBC Main Branch, Edmonton, Alberta, adjusted on the 1st day of each month; until balance of Purchase Price has been paid.
ARREARS INTEREST RATE 12% compounded every 182 days after due date.

<u>LOT</u>	<u>BLOCK</u>	<u>PURCHASE PRICE</u>	<u>DEPOSIT</u>	<u>DOWN PAYMENT</u>	<u>BALANCE OF PURCHASE PRICE</u>
45	44	\$120,000.00	\$ 6,000.00	\$18,000.00	\$ 96,000.00
46	44	<u>\$120,000.00</u>	<u>\$ 6,000.00</u>	<u>\$18,000.00</u>	<u>\$ 96,000.00</u>
		\$240,000.00	\$12,000.00	\$36,000.00	\$192,000.00

SCHEDULE "B"**DEVELOPMENT GUIDELINES AND SECURITY DEPOSIT****THIS IS SCHEDULE "B" ATTACHED TO THE AGREEMENT FOR SALE**

DATED: NOVEMBER 24, 2016

BETWEEN: LEWIS ESTATES COMMUNITIES INC. as Vendor

AND REID BUILT HOMES LTD. as Purchaser

and forming part of the Agreement For Sale (hereinafter the Agreement for Sale and this SCHEDULE "B", together with any other SCHEDULES attached to and similarly forming part of the Agreement for Sale, are collectively referred to as "the said Agreement").

1. As security for the performance of each of the covenants and conditions contained in the said Agreement, the Purchaser has provided to the Vendor (or will provide to Vendor upon the earlier of development guideline submission or transfer of title) a security deposit in the amount of **FIFTY THOUSAND DOLLARS (\$50,000.00)** per Region (the "Security Deposit") in cash (or such other form of security suitable to the Vendor).

Upon completion of all such covenants and conditions in respect of any given building lot, the Purchaser may make application for release of all or part of such cash deposit the Purchaser paid in respect of that building lot. Once the application is received in writing by the Vendor, accompanied by an As-Built Grading Certificate prepared by PALS SURVEYS LTD., an inspection will be made by the Vendor or the Vendor's Agent, as unilaterally appointed by the Vendor.

Upon review of the application and completion of the inspection, all deficiencies will be noted and the Purchaser notified of all such deficiencies that, in the opinion of the Vendor or the Vendor's Agent, acting reasonably, are the responsibility of the Purchaser ("the deficiencies"). The Purchaser shall forthwith remedy the deficiencies and, if failing to do so within the time limit established in the notice, the Vendor shall deduct the value of the remaining deficiencies, as estimated by the Vendor's Agent, from the Security Deposit.

if prior to the application and inspection referenced above, the Purchaser is in default ("the default") of any of the covenants and conditions contained in the said Agreement, and in particular, without limiting the generality of the foregoing, if the construction on the said lands does not comply with the approved plans, the Vendor shall give the Purchaser notice detailing the default. The Purchaser shall forthwith remedy the default and, if failing to do so within the time limited established in the notice, the Vendor shall have the right to correct the default at the expense of the Purchaser. The costs of correction shall be deducted from the Security Deposit.

If the deficiencies and/or the default, in whole or in part, are not practical to correct in the sole opinion of the Vendor, the sum of **FIVE THOUSAND (\$5,000.00) DOLLARS** shall be deducted from the Security Deposit as liquidated damages and not as penalty ("the damages").

From time to time, should the cumulative total of the deficiencies, the default and the damages exceed the value of the Security Deposit, the Purchaser shall pay the Vendor the shortfall on demand. The Purchaser hereby grants a charge against the said lands for any such shortfall. Until the said shortfall is paid, the Vendor shall be entitled to maintain the charge against the said lands.

2. The Purchaser agrees to comply with the terms and conditions contained in the **LEWIS ESTATES ARCHITECTURAL DESIGN GUIDELINES** (the "Development Guidelines"), and the Lot Grading Plan prepared in respect of the said lands by **PALS SURVEYS LTD.**, together with amendments to either. The Purchaser further covenants to comply with the approval process as outlined in the Development Guidelines, and by the signing of this SCHEDULE "B" the Purchaser acknowledges: 1) receipt of a true copy of the Development Guidelines, and 2) the Vendor's liability to the Purchaser, or to anyone claiming by or through the Purchaser, or to any third party, for any claim or action directly or indirectly relating to Development Guideline violations by the Vendor or others which affect the said lands, is strictly limited to the actual amount of the Security Deposit held by the Vendor in respect of the building lot on which the violation(s) occurred, at the time the claim or action is made or commenced.
3. If a dispute shall arise between the Vendor and the Purchaser as to whether deficiencies or default exists or the extent of either, or the cost of correction as provided for herein, such matter in dispute shall be referred to a committee of THREE (3) made up of:

ONE (1) representative appointed by the Vendor.
ONE (1) representative appointed by the Purchaser.
ONE (1) other representative acceptable to both the Purchaser and the Vendor.

Any decision rendered by this committee shall be binding on both the Vendor and the Purchaser. A decision shall be constituted by a position supported by a minimum of two of the committee members. If either party fails to appoint a representative, or there is failure to appoint a third member acceptable to both parties, or the committee fails to render a decision, then the matter in dispute shall be determined pursuant to the provisions of the Arbitration Act then in force in the Province of Alberta.
4. The Security Deposit shall be retained by the Vendor to be applied as herein provided, provided that any residual cash deposit in respect of any given building lot existing after the deductions as herein provided for shall be paid to the Purchaser (without interest).

SCHEDULE "D"**SHOWHOME BUILDER TERMS**

THIS IS THE SCHEDULE "D" ATTACHED TO THE AGREEMENT FOR SALE

DATED: NOVEMBER 24, 2016

BETWEEN: LEWIS ESTATES COMMUNITIES INC., as Vendor

AND: REID BUILT HOMES LTD., as Purchaser

and forming part of the Agreement For Sale (hereinafter the Agreement For Sale and this SCHEDULE "D" together with any other SCHEDULES attached to and similarly forming part of the Agreement For Sale, are collectively referred to as "the said Agreement").

1. THE PURCHASER AND THE VENDOR ACKNOWLEDGE AND AGREE THAT:

- 1.1 the dwelling to be constructed on the said Lands will be used as a showhome or will form part of the home parade in which the Purchaser and other purchasers will be participating ("showhome builders"); and
- 1.2 the opening of the showhome and/or homes parade and the marketing of the lots in the subject subdivision by the Vendor will be adversely affected in the event the Purchaser's showhome dwelling on the said Lands is not completed, furnished and ready for viewing by the public as per Clause 1.3 below.
- 1.3 a meeting will be held between the Vendor and the showhome builders to determine showhome opening and termination dates, and hours of operation. Such determination shall be the subject of Minutes which will be executed by all parties and upon said execution shall become a binding amendment to the said Agreement.
- 1.4 grant a 5% discount to the Purchaser at the Close of Showhome Parade if all terms and conditions have been met.
- 1.5 the costs of landscaping the showhome lot including topsoil, builder sign, trees, shrubs and stone, shall be paid 50% by the Vendor and 50% by the Purchaser.

2. THE PURCHASER AGREES TO:

- 2.1 complete, furnish, staff and have ready for public viewing the showhome dwelling upon the said lands on or before the agreed upon date as per Clause 1.3 above.
- 2.2 keep the showhome open for viewing to the public in accordance with Clause 1.3 above.
- 2.3 obtain the rough grade approval from the City of Edmonton on the showhome lot.
- 2.4 obtain the final grade approval from the City of Edmonton on the showhome lot.

3. THE VENDOR AGREES TO:

- 3.1 co-ordinate the landscaping of the showhome lot in accordance with the landscaping plans designed for the showhome parade.
4. The Purchaser acknowledges that the Vendor will not be responsible for the failure by any showhome builder to complete its showhome on schedule or to maintain the showhome operating schedule. The Purchaser agrees not to make any claims or demands against the Vendor arising from any participating home parade builder failing to complete its showhome in accordance with Clause 1.3 above.

SCHEDULE "F"**BUILDING COMMITMENT**

THIS IS SCHEDULE "F" ATTACHED TO THE AGREEMENT FOR SALE

DATED: NOVEMBER 24, 2016

BETWEEN: LEWIS ESTATES COMMUNITIES INC. as Vendor

AND REID BUILT HOMES LTD. as Purchaser

and forming part of the Agreement For Sale (hereinafter the Agreement for Sale and this SCHEDULE "F", together with any other SCHEDULES attached to and similarly forming part of the Agreement for Sale, are collectively referred to as "the said Agreement").

The Purchaser covenants and agrees to complete construction of a dwelling on each lot sold pursuant to the said Agreement within **TWO (2)** year of the date of the said agreement. If the Purchaser has not entirely completed such construction within that **TWO (2)** year period, the Vendor, at its sole option, may elect by notice in writing to the Purchaser within six (6) months of the expiry of that **TWO (2)** year period, to repurchase and reacquire any lot on which construction is not so entirely completed. This price to be paid by the Vendor to the Purchaser for any such lot shall be (a) in the case of a lot where construction has not been commenced, the original price such lot was sold at by the Vendor to the Purchaser and (b) in the case of a lot where construction has been commenced, the original price such lot was sold at by the Vendor to the Purchaser plus the fair market value of the improvements constructed on the lot by the Purchaser less 20% of the value of these improvements (which the Purchaser agrees is fair compensation to the Vendor for its costs resulting from such reacquisition and from the Purchaser's failure to complete construction). If the Vendor and Purchaser cannot agree on the fair market value of the said improvements, the value shall be determined pursuant to the provisions of the arbitration act then in force in the Province of Alberta. If any monies are at the closing date owing by the Purchaser to the Vendor under the said Agreement, or otherwise, any monies so owing or any portion thereof may be deducted by the Vendor from the said price. The closing date shall be ten (10) days after service of the aforesaid notice, and the Purchaser shall promptly at the closing date tender a conveyance in register able form upon the Vendor, free and clear of all encumbrances except for those encumbrances on title prior to the date of the said Agreement.

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SCHEDULE "G"**GOLF BALL LIABILITY DISCLAIMER****THIS IS SCHEDULE "G" ATTACHED TO THE AGREEMENT FOR SALE****DATED: NOVEMBER 24, 2016****BETWEEN: LEWIS ESTATES COMMUNITIES INC. as Vendor****AND REID BUILT HOMES LTD. as Purchaser**

and forming part of the Agreement For Sale (hereinafter the Agreement for Sale and this SCHEDULE "G", together with any other SCHEDULES attached to and similarly forming part of the Agreement for Sale, are collectively referred to as "the said Agreement").

The Purchaser acknowledges and understands that a golf course is located adjacent to, or very near, to the said lands, and that it is the very nature of a golf course that errant golf balls may on occasion roll or fly onto or above the said lands from the golf course. The Purchaser covenants and agrees to release the Vendor or anyone else who owns or operates or uses the golf course, from any and all actions or causes of actions which the Purchaser or anyone else may hereafter have against the Vendor (or anyone else who owns or operates or uses the golf course) for trespass of errant golf balls from the golf course, or for nuisance or negligence (or similar actions) occasioned by errant golf balls from the golf course entering upon the Purchaser's lands.

SCHEDULE "H"**THIS IS SCHEDULE "H" ATTACHED TO THE AGREEMENT FOR SALE****DATED: NOVEMBER 24, 2016****BETWEEN: LEWIS ESTATES COMMUNITIES INC. as Vendor****AND REID BUILT HOMES LTD. as Purchaser**

and forming part of the Agreement For Sale (hereinafter the Agreement for Sale and this SCHEDULE "H", together with any other SCHEDULES attached to and similarly forming part of the Agreement for Sale, are collectively referred to as "the said Agreement").

-
1. Notwithstanding prior provisions, the Purchaser agrees to accept, as a temporary encumbrance registered against the Title to the said lands, a caveat in favour of the City of Edmonton respecting the Development Agreement for the Lewis Estates subdivisions.
 2. The Purchaser acknowledges and agrees that any home to be constructed on the said lands will not be used as a Showhome. Notwithstanding the generality of the foregoing, the Purchaser agrees that it will not advertise any such home as a Showhome in newspapers or on the radio, or any form of signage, nor will the Purchaser install flags or a sales centre on the said lands. Signage of any kind to be located on or near the said lands shall be subject to the written approval of Lewis Estates Communities Inc.

It is further understood and agreed that this provision is rendered **NULL** and **VOID** if Schedule "D" (Showhome Terms and Provisions) is incorporated in this, the said Agreement.
 3. If a topsoil stockpile is created in Lewis Estates, for use by the Purchaser, topsoil from the stockpile shall be available to the Purchaser at no charge provided the topsoil is used for the final grading of Lewis Estates Communities' lots. It is further understood and agreed that should the stockpile cease to exist for any reason, the Purchaser shall not be entitled to compensation from Lewis Estates Communities Inc.
 4. The Purchaser acknowledges that homes backing on 87 Avenue, 95 Avenue and 215 Street must accept a Restrictive Covenant on those lots within which a fence will be constructed by Lewis Estate Communities Inc. The Purchaser further acknowledges that a Restrictive Covenant filed against those lots will dictate the Purchaser's responsibility in respect of that fence.
 5. The Purchaser acknowledges and agrees that the Surveyor to be used to plot and stake the house being built on the lot(s) being purchased under the said Agreement is:

PALS SURVEYS LTD., 10704 - 176 Street, Edmonton, Alberta, T5S 1G7 (455-3177)

BULK - 10 Duplex Front-Attached Lots



LOT SALE AND PURCHASE AGREEMENT

Made as of August 13, 2015

1. **Basic Features, Definitions and Schedules.**

1.1 The following are certain basic provisions and definitions which are part of and referred to in the subsequent provisions of this Agreement:

- | | | |
|----|---|--|
| a) | Purchaser/Builder: | REID BUILT HOMES LTD.
18140 - 107 Avenue
Edmonton, AB
T5S 1K5 |
| b) | Purchaser's GST No.: | 10608 8461 |
| c) | Vendor/Developer: | RAPPERSWILL DEVELOPMENTS LTD.
3203 - 93 Street N.W.
Edmonton, Alberta
T6N 0B2 |
| d) | Lands or Individually "Lot": | Described in Schedule "A" |
| e) | Purchase Price: | \$ 1,230,000.00 |
| | 1st Deposit: | \$ 123,000.00 - due upon execution of |
| | 2nd Deposit: | agreement |
| | Balance After Deposits: | \$ 123,000.00 - due at plan registration |
| | Marketing Fee: | \$ 984,000.00 |
| | Balance on Closing: | \$ 5,000.00 |
| | | \$ 989,000.00 |
| f) | Closing Date: | Eighteen (18) months from date of
energization |
| g) | Adjustment Date: | August 13, 2015 |
| h) | Interest Rate: | 6% |
| | Final Interest Rate after Closing Date: | 15% |

BULK - 10 Duplex Front-Attached Lots

- i) Interest Commencement Date: Twelve (12) months from date of energization
- j) Permitted Encumbrances: The conditions, reservations and exceptions contained in the original grant from the Crown; utility rights of way of utilities and land services including electric power, telephone, sanitary sewers and land drainage sewers; building scheme, restrictive covenants, caveats which may be registered by the Vendor or developer or the Municipality; servicing agreements between the Developer and the Municipality.
- k) Lot Security Deposit: \$7,500.00 per Lot or a \$15,000.00 Letter of Credit for the purchase of five (5) or more lots
- l) Landscaping Deposit: \$1,000 per Lot
- m) Municipality: City of Edmonton

1.2 The following schedules are attached and form part of this Agreement:

- Schedule A - Lands Description
- Schedule B - Architectural Guidelines
- Schedule C - Municipality Grading Requirements
- Schedule D - Piling Refund Policy
- Schedule E - Builder Lot Inspection Report / Refund Request

2. **Agreement of Purchase and Sale.** The Purchaser agrees to buy and the Vendor agrees to sell the Lands subject only to Permitted Encumbrances for the Purchase Price on the terms and conditions of this Agreement.

3. **Payment of Purchase Price.** The Purchase Price shall be payable in the following manner:

- a) The Deposit now paid by the Purchaser to the Vendor, the receipt of which the Vendor does acknowledge;
- b) The balance of the Purchase Price which shall be paid to the Vendor on or before the Closing Date.

4. **GST.** The Purchaser represents and warrants to the Vendor that the Purchaser is registered under the Excise Tax Act and has been assigned the registration number indicated on the first page of this Agreement. The Purchaser agrees to assume the liability for the GST accruing in respect of this transaction and to indemnify and save harmless the Vendor from and against any and all GST for which the Vendor is required to pay relating to this Agreement.

BULK - 10 Duplex Front-Attached Lots

5. **Interest.** Interest at the Interest Rate shall accrue on the unpaid balance of the Purchase Price from the Interest Commencement Date, calculated and payable monthly.
6. **Adjustments.** All amounts payable in the nature of municipal property taxes and other charges normally the subject of adjustment shall be adjusted between the Purchaser and the Vendor on the Adjustment Date.
7. **Vendor's Services.** The Purchase Price shall include the following:
- a) Installation by the Vendor of sewers and water connections to the front property line.
 - b) Installation by the Vendor of curbs and paved roads on the road allowance and sidewalks on the road allowance and street lighting, where shown on the development plan.
 - c) Provisions for installation of utilities on rights of way provided in appropriate easements.

The Vendor shall not be or deemed to be in default of this Agreement if Vendor is delayed or hindered in the installation of services as a result of any cause whatsoever beyond the control of the Vendor.

8. **Construction.** The Purchaser agrees to commence construction (i.e. basement completed and backfilled) of a single family residence on each of the Lots within one year of the date of this Agreement and to proceed with the construction for its own account and in a normal and orderly manner. Construction of the residence on each Lot shall be completed within 10 months after the Purchaser commences construction.

9. **Lot Damage / Security Deposit.** Concurrently with the Purchaser's submission for architectural approval to the Vendor, the Purchaser shall pay to the Vendor \$7,500.00 Lot Damage / Security Deposit (or provide a Letter of Credit as noted in 1.1 (k) above) in order to secure and guarantee the performance by the Purchaser of its covenants hereunder, including without restricting the generality of the foregoing:

- compliance with all matters set out in this Agreement, including, without restricting the generality of the foregoing, house design guidelines, lot grading guidelines, signage and proper disposal of excavated material; and
- to ensure the prevention of damages to sidewalks, curbs, gutters and water connections adjacent to and in the vicinity of the Lot and to pay costs incurred by the Vendor resulting from repairs and maintenance necessitated by such damages.

9.1 In the event that the Purchaser fails to carry out its covenants hereunder, the Vendor, its agents or employees may (but shall not be obliged so to do) enter the Lot and do such things as are, in the Vendor's opinion, necessary to remedy the Purchaser's default. At any time during which the Purchaser is in default of this Agreement, the Vendor may apply and use the Lot Security Deposit or any part thereof, to reimburse the Vendor for monies expended by it to cause compliance with the terms hereof, or to do any work required of the Purchaser hereunder and done by the Vendor on the Purchaser's behalf.

BULK - 10 Duplex Front-Attached Lots

9.2 Following substantial completion of erection of the residence on the Lot including final grading and landscaping of the Lot, the Vendor, shall upon the request of the Purchaser, inspect the Lot as soon as reasonably possible, and if on such inspection, all matters set out herein are fully complied with, release to the Purchaser the Lot Security Deposit or part thereof remaining after use in accordance with sub-paragraph 9.1.

10. **Landscaping Deposit.** Upon transferring title to a Lot from the Vendor to the Purchaser or the Purchaser's client, the Purchaser shall pay to the Vendor \$1,000 Landscaping Deposit in order to secure and guarantee the performance by the Purchaser of its covenants as per attached Schedule "B".

11. **Damages to Utilities and Services.** The Purchaser agrees to indemnify and save the Vendor harmless from all costs, expenses, and charges related to the repair and replacement of sidewalks, curbs and other surface utilities and improvements abutting the Lands necessitated by the negligence of any person or persons whomsoever other than the Vendor or its agents or employees. The Purchaser will accordingly indemnify the Vendor against the cost of all repairs which the Vendor shall be required to make in order to obtain any intermediate and/or final approval and/or acceptance of such utilities and services by the municipality or its authorized agent except the repair of damage of which the Purchaser has notified the Vendor in writing prior to the start of any construction on the Lands, or the taking of possession thereof, by the Purchaser.

The Purchaser covenants to pay for the Vendor's costs of all repairs to the Vendor within 30 days of invoicing, failing which interest at the Interest Rate shall accrue thereafter on the unpaid balance from the date of invoicing until paid. The Purchaser agrees to allow the Vendor access onto the Lands to repair any damage.

12. **Lot Grading.** The Purchaser agrees to grade the portions of the land abutting streets, lanes, walkways, parks and other land subject to easements for drainage and walkway purposes, in compliance with Schedule C and the grade plan approved by the Engineer of the Municipality or if such a slope or plan has not been approved, to grade the Lands as directed by such Engineer, and further agrees that if the Purchaser does not do so, it will pay the Vendor on receipt of invoice, the cost of all such grading which the Vendor shall do, or of any retaining wall which it shall construct in lieu thereof, and of any other action taken by the Vendor to remedy any noncompliance with such agreement, plan or direction, and which grading, construction or action shall be done or taken in the exercise of the reasonable discretion of the Vendor in order to comply with such plan or direction, or to satisfy any other obligation existing on it.

13. **Purchaser's Covenants.** The Purchaser covenants and agrees with the Vendor:

- a) to comply with all the by-laws, restrictions and requirements of the Municipality in respect of the Purchaser's construction and other activities on the Lands, including those set forth in any servicing agreement between the Vendor and the Municipality, pertaining to the Lands;

BULK - 10 Duplex Front-Attached Lots

- b) to cause the final lot grades of the Lands to conform to the Lot Grading Plan of the Vendor and as may be amended from time to time by the Municipality and to maintain such final lot grades and to oblige its home buyer to similarly so comply;
- c) to pay to the Vendor on demand the cost of replacing each surveyor marker damaged, destroyed or removed after the date hereof necessitated by acts or any person(s) other than the Vendor, its agents, contractors or employees;
- d) not to construct any residential buildings on the Lands except in accordance with plans and specifications submitted to and approved pursuant to a building permit issued by the Municipality for such development including the siting of and the main floor elevations, and the grade elevations. The improvements constructed by the Purchaser upon the Lot shall not extend beyond any building set back line established by the Municipality and must comply with the Design Guidelines attached hereto as Schedule B;
- e) that the Vendor shall be at any time entitled to enter upon the Lands to perform any work required by the Municipality, and in particular, to cause the grading and surface drainage of the Lands to comply with the requirements of the Municipality and to install catch basins. Such license shall terminate when the services, utilities, structures and equipment for the subdivision have been finally accepted by the Municipality following warranty and maintenance periods;
- f) to trench and backfill from the property line to service connections to the residential building for electrical, telephone, natural gas and cable television cables at the Purchaser's expense and to pay all charges with respect to the electric services and equipment;
- g) to excavate sewer and water lateral trenches from the service connection at the same time as basements for residential buildings are excavated and to consolidate the backfill in the trenches as soon as possible to minimize settling;
- h) to keep any road allowance, pipeline right of way, storm drainage pond or other public lands abutting each Lot clear of all excess fill or topsoil or any other construction debris;
- i) the Purchaser is responsible for the disposal of excess excavation material promptly from the Lands and the clean up of spillage of earth or any other foreign material on any road allowance adjacent to the Lands and repair of damage to the roadway improvements as may be caused by or related to the Purchaser's activity on the Lands within 24 hours of written notice from the Vendor or the Municipality so to do, failing which the Vendor may take such action as it may deem appropriate and the Purchaser shall pay any costs thereby incurred by the Vendor on demand;
- j) to maintain any fences erected by the Vendor on or adjacent to the Lands as would a prudent owner and not to alter same as to colour or otherwise and to cut weeds on the Lands and to keep the Lot free from debris, waste materials, tree stumps, discarded boulders and the like and to keep the Lands in a neat and tidy condition and not to place or dump any article or thing within the subdivision;
- k) to place and maintain adequate liability insurance with respect to its operations on the Lands.

BULK - 10 Duplex Front-Attached Lots

14. **Failure to Construct – Vendor’s Option to Repurchase.** Notwithstanding anything herein contained, for good and valuable consideration (the receipt of which is hereby acknowledged), the Purchaser hereby grants to the Vendor irrevocable options to purchase each of the Lots, exercisable;

- a) if the Purchaser **fails to commence construction** of the residential dwelling, on the particular Lot within the period and in the manner set forth, or
- b) if the Purchaser **fails to complete construction** as determined by the Vendor acting reasonably, of the residential dwelling on the particular Lot within the period and in the manner set forth in paragraph 8. The repurchase price of each Lot pursuant to the options shall be equal to all monies actually paid by the Purchaser to the Vendor pursuant to this Agreement, less any interest which may have accrued hereunder, but be unpaid by the Purchaser, with property tax adjustments to the date of the closing of the repurchase. The option to repurchase a Lot may be exercised by notice in writing at any time after the default of the Purchaser under the terms of paragraph 8 hereof in respect of such Lot. The closing date of the said repurchase shall be 30 days after the date of exercise of the particular option. Title to the Lot shall be subject only to Permitted Encumbrances other than those interests made or suffered by the Purchaser.

15. **Unregistered Plan.** It is understood by the Purchaser that the Lots may not be as described on a plan of subdivision which is finally registered in the Land Titles Office and the Purchaser understands that in such instances it is expected that the plan of subdivision will be registered within a reasonable time after the date of this Agreement. In such instances, the plan will be noted “unregistered” on Schedule “A” of this Agreement and the Lots will be described through the use of a tentative plan of subdivision. The Purchaser releases the Vendor of any liability with respect to this Agreement in the event that there are differences between the tentative plan of subdivision and the final subdivision plan which is registered and further, waives “Article 94” of the Land Title Act.

16. **Complete Agreement.** The Purchaser acknowledges that there is no warranty, collateral agreement or condition affecting said Lands other than as is expressed herein in writing, and that the terms and conditions hereof are the full and complete terms of this Agreement.

17. **Default and Enforcement.** If the Purchaser defaults in the payment of the Purchase Price or any portion thereof, or in the payment of interest thereon, or any other monies hereby secured, or defaults in the observance or performance of any of the covenants, conditions, or provisions contained in this Agreement, then and in each case the Vendor shall have the absolute, unfettered, and uncontrollable discretion to terminate this Agreement and declare same to be null and void.

The Vendor may exercise such discretion at any time after the happening of any such default by terminating this Agreement and declaring it to be null and void by written notice to that effect delivered by courier at least 30 days prior to the effective date of such termination or declaration prescribed in the said notice. Upon the expiration of the time limited in the said notice, the rights and interests hereby created or then existing in favour of the Purchaser, or derived from the provisions hereof, shall forthwith cease and determine without any legal proceedings being taken or other act being performed by or on behalf of the Vendor, and the Lands shall revert to and revest in the Vendor and the Purchaser shall have no right to reclaim any monies paid in respect of this Agreement, and the same may be retained by the

BULK - 10 Duplex Front-Attached Lots

Vendor as well as the Lands. Further it is agreed that in the event of default by the Purchaser under this Agreement, all legal fees and disbursements, on a solicitor-and-his-own-client, full indemnity, basis and all other expenses of the Vendor in connection with this Agreement together with interest thereon at the rate prescribed herein shall be repaid by the Purchaser to the Vendor upon demand and in the meantime the amount of such costs and expenses shall be added to the Vendor's equity and shall be applied as a charge on and in reduction of the Purchaser's estate and interests in the Lands.

- 18. **Invalidity of Provision.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.
- 19. **Assignment.** Neither party may assign this Agreement without the written consent of the other.
- 20. **Binding Effect.** This Agreement shall be binding on the parties, their successors and assigns.
- 21. **Timely and Proper Execution of Obligations.** When any action is called for by this Agreement, it should be carried out properly and promptly.
- 22. **Waiver.** Waiver by either party of any of its rights hereunder shall not be construed as constituting a precedent.
- 23. **Prime Contractor.** For the purposes of the Occupational Health and Safety Act ("OHS"), the Purchaser shall be the prime contractor, as defined in the OHS, for all work performed by the Purchaser on the Lot(s) pursuant to this Agreement.


IN WITNESS WHEREOF, the parties hereto have executed these presents, in the day and year first above written.

RAPPERSWILL DEVELOPMENTS LTD.

Per: 

Per: 

REID BUILT HOMES LTD.

Per: 

Per: 

BULK - 10 Duplex Front-Attached Lots

SCHEDULE "A"

**Description of Lands
NEWCASTLE Phase 6 - 10 Duplex Front-Attached Lots
Plan N/R**

Lot	Block	Plan Number	Purchase Price	First Deposit	Second Deposit	Balance After Deposits	Marketing Fee	Balance Due On Closing
15	110		112,900.00	11,290.00	11,290.00	90,320.00	500.00	90,820.00
16	110		119,900.00	11,990.00	11,990.00	95,920.00	500.00	96,420.00
25	110		128,900.00	12,890.00	12,890.00	103,120.00	500.00	103,620.00
26	110		128,900.00	12,890.00	12,890.00	103,120.00	500.00	103,620.00
27	110		128,900.00	12,890.00	12,890.00	103,120.00	500.00	103,620.00
28	110		119,900.00	11,990.00	11,990.00	95,920.00	500.00	96,420.00
33	110		119,900.00	11,990.00	11,990.00	95,920.00	500.00	96,420.00
34	110		119,900.00	11,990.00	11,990.00	95,920.00	500.00	96,420.00
35	110		119,900.00	11,990.00	11,990.00	95,920.00	500.00	96,420.00
36	110		130,900.00	13,090.00	13,090.00	104,720.00	500.00	105,220.00
			1,230,000.00	123,000.00	123,000.00	984,000.00	5,000.00	989,000.00



SCHEDULE B – ARCHITECTURAL GUIDELINES & CONTROLS For Phase 6

General Information

INTRODUCTION

The intent of these guidelines is to provide the framework for an attractive community environment by outlining the opportunities and constraints of building. These guidelines are the general standard of development in the Subdivision. A pleasant visual appearance is achieved by ensuring compatibility among homes and integration of the community into the natural landscape. Each dwelling should be somewhat distinct, and the transition from one house to another should be gradual, to avoid sudden changes in height, form and exterior finish.

It is the responsibility of the purchaser to ensure compliance with all statutory regulations, by-laws, building codes, restrictions or other regulations of municipal, provincial and/or federal authorities. Conformity with these guidelines does not supersede the required approval process of the City of Edmonton.

The Developer shall reserve the right to accept, reject, or require modification of any plans for any reason if, in his judgment, the Developer believes that the proposed plans contravenes the intent of this policy. The enforcement, administration and interpretation of these guidelines shall be at the discretion of Qualico or its' designated consultant. The unfettered application of these guidelines shall be without notice or precedent. These guidelines may be altered, amended or varied by the Developer at its' sole and absolute discretion, and without any prior notice.

SITING AND LOT GRADING

Siting should reflect careful consideration of lot characteristics, relationship and orientation. Building mass, siting and style may be adjusted on a lot to lot basis to enhance the streetscape.

Lot grading must be in strict conformance with and adhere to the approved grading plan for the subdivision and to comply with the City of Edmonton standards and the approved Area Grading Plan. For lots with a more dramatic change in terrain such as walk-out basement lots, there may be a requirement for special terracing and/or retaining walls. The purchaser shall be responsible for the design, construction and cost of such retaining structures and must ensure design grades and lot drainage are not compromised. Natural elements such as rock and wood are preferred for construction of retaining structures.

All plot plans are to be prepared and the staking of the approved home will be carried out by Pals Geomatics Corp. It is the responsibility of the Builder, after the sub-grading is complete, and it is the responsibility of the Homeowner; after the final topsoil grading is complete, to provide Qualico with an approved Rough Grading Certificate from the City of Edmonton that certifies compliance with the approved Area Grading Plan.



SCHEDULE B – ARCHITECTURAL GUIDELINES & CONTROLS For Phase 6

ACCESSORY BUILDINGS

Where visible from a public adjacency, accessory buildings should be consistent in style, finish and color with the house.

EXCAVATED MATERIAL

No material removed from the lot shall be placed on any adjacent land or any land belonging to the Developer. The Purchaser is responsible for the disposal of surplus material.

SIGNAGE

No other signage other than a name and phone number will be permitted by non-Showhome Builders. Violators' signs will be removed at their expense.

CORNER LOTS & HIGH VISIBILITY SIDE ELEVATIONS

Flanking side elevations on corner lots or those flanking a PUL or park must have full treatment, reflecting appropriate wall heights, window placement and detailing consistent with the front elevation. Rooflines are to extend along the length of home. In the case of cantilevers, the rooflines must be consistent with front elevation. Bungalows will be reviewed individually.

HIGH VISIBLY REAR ELEVATION

Highly visible rear elevations such as those backing collector roads, parks, school sites, trails etc. will require trim consistent with the front elevation, with 4" trim surrounds being the minimum for doors and windows.

If a deck is indicated on the drawings or plot plan for a lot considered highly visible then the deck must be constructed concurrently with home.

WALKOUT BASEMENTS

Lots designated for a walkout basement will require the siting of a model suited to these lots. Design treatment on rear elevation is to be consistent with the front elevation. Walkout basement designs must avoid a three-storey appearance. Variation in wall planes, dormers, decks, roof lines and/or details of substantial proportions are some of the architectural treatments that can be applied. The distance from grade to the first substantial eave line will not exceed 20'. Decks on walkout homes backing onto a park or Storm Water Management Facility must be constructed concurrently with the home.

Should a Builder decide to force a walkout or partial walkout on a lot not designated as such, the same requirements for rear detail and deck will be applied as noted above. All costs associated with or a result of forcing the walkout or partial will be the sole responsibility of the Builder.



**SCHEDULE B – ARCHITECTURAL GUIDELINES & CONTROLS
For Phase 6**

IDENTICAL ELEVATIONS

Houses with identical elevations may only be repeated with a separation of two lots (**XABX**) or in the case of duplex lots four lots (**XAABBX**) and may not directly face each other. *For lots located in a "bulb", cul de sac "eyebrow", no same models will be permitted.* To be considered different, an alternate elevation must reflect a minimum of five (5) substantial modifications as listed below:

• Front door style
• Vertical siding / shakes / board & batten / crezon panels
• Roof lines (main or garage & entry)
• Brick / stone
• Gables
• Garage door (full top row glass panels vs. no glass panels)
• Post / pillar details (finish / shape)
• Locations of window(s)

Any two (2) of the following will count as a single modification:

• Brackets	• Garage door battens
• Vertical trim / battens	• Window trim style (flat / sill)
• Louvers (minimum 2)	• Keystones (minimum 2)
• Window grills	• Shutters

ROOFING & ROOF LINES

- A 25 year warranty is the minimum allowed roofing material in one of the following colors:
 - o BP -Sandstone
 - o IKO - Driftwood
- The minimum main roof pitch is to be 5/12.
- All roof overhangs are to be a minimum 18"
- Bays, boxouts and cantilevers on visible elevations (front, corner & perimeter) must include their own roof line with a minimum 12" overhang.

ARCHITECTURAL APPROVAL PROCESS

Builders are to submit color reservations and design submissions using Lotworks.

Construction will not be allowed to commence until written approval is given by Qualico. Stakeouts will be authorized by Qualico upon architectural approval. Decisions regarding the conformance of house plans or interpretations of the architectural guidelines are strictly the right of Qualico. In certain situations, Qualico may, at its sole discretion, approve house plans that vary from the above architectural guidelines.

ARCHITECTURAL APPROVAL – RESUBMISSION FEE

A Design Change will require a \$250.00 re-submission fee. The cheque is payable to Qualico Developments West Ltd. at time of submission. This will be at Qualico's' discretion.



SCHEDULE B – ARCHITECTURAL GUIDELINES & CONTROLS For Phase 6

LANDSCAPING & FENCING

- Front yard is to be completed within one year of the approved rough grade certificate date. The minimum standard is to consist of:
 - Topsoil to be installed to a minimum depth of 4" for all front, side and rear yard areas, and
 - SOD in the front yard from the front of the house to the curb or sidewalk (seed is not acceptable); and
- RSL and Duplex Lots
 - One tree, of the following minimum size, must be planted in the front yard; sizes specified are required at time of planting.
 - Deciduous trees must be a minimum of 1 ¾" caliper (trunk width) to be measured 6" above ground.
 - Coniferous trees (fir, larch, pine or spruce) must be a minimum of 6' in height.
- DC1 Single Family Lots
 - Combinations of deciduous and coniferous shrubs are to be planted in the front yard, with three being the minimum number required. Sizes specified are required at time of planting.
 - Deciduous shrubs must be a minimum of 18" in height
 - Coniferous shrubs must be a minimum of 18" in spread
 - Shrub beds are to be topped off with mulch
- When the sub-grade is prepared next to the sidewalk or curb, all efforts shall be made to avoid water ponding next to the concrete. Clay should be removed and replaced with topsoil in one expedient step.
- If landscaping fails and more than one (1) re-inspection is required, \$150.00 will be deducted from the deposit for each additional re-inspection.
- Fencing is encouraged to be of a similar design and color to the fencing style established for the subdivision by the Developer. In some cases, chain link fencing may be specified by the City, County, Municipality or Town.
- Landscaping inspections are weather dependent and will commence once plant material has come out of dormancy and it is possible to tell that trees, shrubs and grass are alive and growing. Inspections will cease once the majority of plant material has gone into dormancy, (i.e. leaves are no longer on trees or shrubs).

Pie Lots

- Pie lots are permitted to have alternate landscaping without prior approval. Homeowners have 3 options;
 - Follow the accepted standard landscaping requirements for your lot type as set out above; or
 - Front yard finished with Sod **plus** 3 shrubs (24" in height); or
 - Front yard finished with landscaping material (no grey or black rock will be permitted) **plus** 5 shrubs (24" in height)
- Shrubs are to be contained in a raised bed.
- Shrubs are to be a *combination* of deciduous and coniferous. Low lying junipers will not be considered as part of the minimum shrub count. Shrub size is at time of planting, not the estimated growth.
- Please be advised these options are the minimum requirements for pie lots. Homeowners are welcome to plant shrubbery (including low lying junipers), in addition to the minimum requirement but they will not be included in the shrub count.



SCHEDULE B – ARCHITECTURAL GUIDELINES & CONTROLS For Phase 6

Other

Homeowners are responsible for installing a permanent address plaque or home addressing numbers. This will be a requirement of the landscaping inspection.

Alternate Landscaping (Low Water Use)

- Proposals for alternate landscaping of the front yard will be considered on an individual basis if it can be demonstrated that the alternate plan meets the objective of these guidelines, to achieve greenery in all front yards within the neighbourhood. Research into types of shrubs and trees suited for Xeriscaping.
- The use of hard surface landscaping rather than sod will require the planting of additional trees and extensive shrubbery, to visually soften the hard surface and achieve greenery. It is strongly suggested that black and grey rock be avoided.
- Submission of a detailed plan for approval, prior to landscaping construction will be required. Plan must include location, number and size of actual shrubs and trees being planted. If mulch or rock is being used, include color and in the case of rock, the size. Shrubs are to be a minimum of 18" in height or spread.

LANDSCAPING DEPOSIT & RETURN PROCEDURE

- A \$1,000.00 landscaping deposit, per lot, must be paid by the Builder to the Developer at time of lot payout to ensure landscaping compliance.
- Upon completion of the front yard landscaping in accordance with the requirements as outlined above, the Builder shall make a Landscaping Inspection Request through Lotworks, attaching a copy of approved rough grade certificate.
- Upon approval of the landscaping by Qualico, the \$1,000.00 landscaping deposit will be refunded to the Builder.

DAMAGE DEPOSIT & RETURN PROCEDURE

- Prior to any home construction, the Purchaser must provide a \$7,500.00 per lot damage/ security deposit to the Developer by way of cheque. Exclusive Showhome Builders must provide a \$15,000.00 damage/security deposit to the Developer by way of Letter of Credit, regardless of the number of lots purchased. The deposit will held until all of the following conditions are met:
 - All houses are complete and conform to these guidelines and the approved plan.
 - A rough grade certificate has been issued and approved by the City of Edmonton and a copy provided to the Developer.
 - Water valve is exposed and marked.
 - Sidewalks, street, gutters and curbs are in clean condition.
 - There is no damage to the municipal improvements, or the cost to repair the damages has been assessed and all damage invoices are paid in full.
 - All relevant FAC's have been issued by the municipality.
- Upon completion of the home the Builder is to submit the Final Inspection via Lotworks. A copy of the approved rough grade certificate must be attached to the submission.



SCHEDULE B – ARCHITECTURAL GUIDELINES & CONTROLS For Phase 6

RSL Lot - Details

HOUSE SIZES

Houses must have a consistency of mass and volume within the streetscape and should fit within 4' of building pocket. Maximum offset for a double attached garage is 4' and 10' for triples. Care is to be taken to ensure a smooth transition from 2 storey house to 1 storey garage.

DRIVEWAYS & GARAGES

- Driveways and front walks are to be poured concrete, paving stone or an approved equivalent.
- All homes must be provided with a minimum double attached garage, constructed concurrently with the home and located in accordance with the garage location plan. Minimum width is 18' with the minimum garage door height being 8'.
- All homes that have a three (3) car garage must have windows in the garage doors all the way across the top panels of both doors.

EXTERIOR FINISHES & COLORS

- The wall cladding and fascia & eaves colour cannot be repeated within two lots (**XABX**). For lots located in a "bulb", cul de sac or "eyebrow", no same primary wall cladding color will be permitted.
- The allowed exterior siding finishes shall be one of the following:
 - Double 4" or 5" vinyl siding
 - Composite siding
 - Stucco (smooth only) finish with appropriate accents
 - Brick or stone
- Stucco homes must have brick, stone, or moulding treatments on garage corners.
- No higher than 24" of concrete wall is to be exposed above grade on front elevations or on elevations flanking a roadway or public walkway.
- In keeping with the character of the neighborhood and in consideration of blended streetscapes, pastel colors are not permitted.

ARCHITECTURAL DETAILS

- All homes shall incorporate a window in the front door or side light plus a minimum of two of the following architectural features on the front elevation:
 - Trim **and** shadow boards (minimum of 5")
 - Any combination of keystones / louvers / shutters
 - Wooden veranda with street flanking railing to be a minimum of 25 ft²
 - A minimum of 50 ft² of brick or stone on the front elevation. If brick or stone is only being used on the garage corners as an accent the minimum acceptable height is 36" with a 24" return
 - Vertical Siding / Shakes
 - Crezon panels with battens or equivalent (smart board)



SCHEDULE B – ARCHITECTURAL GUIDELINES & CONTROLS For Phase 6

DC – Single Family with Front Attached - Details

HOUSE SIZES

Maximum house width is 24' wide

DRIVEWAYS & GARAGES

- Driveways and front walks are to be poured concrete, paving stone or an approved equivalent.
- All homes must be provided with a double attached garage, constructed concurrently with the home and located in accordance with the garage location plan. Maximum garage width is 20' with the minimum garage door height being 8'.

EXTERIOR FINISHES & COLORS

- The wall cladding and fascia & eaves colors cannot be repeated within two lots (XABX). For lots located in a "bulb", cul de sac or "eyebrow", no same primary wall cladding color will be permitted.
- The allowed exterior siding finishes shall be one of the following:
 - Double 4" or 5" vinyl siding
 - Composite siding
 - Stucco (smooth only) finish with appropriate accents
 - Brick or stone
- Stucco homes must have brick, stone, or moulding treatments on garage corners.
- No higher than 24" of concrete wall is to be exposed above grade on front elevations or on elevations flanking a roadway or public walkway.
- In keeping with the character of the neighborhood and in consideration of blended streetscapes, pastel colors are not permitted.

ARCHITECTURAL DETAILS

- All homes shall incorporate a window in the front door or side light plus a minimum of two of the following architectural features on the front elevation:
 - Trim **and** shadow boards (minimum of 5")
 - Any combination of keystones / louvers / shutters
 - Wooden veranda with street flanking railing to be a minimum of 25 ft²
 - A minimum of 50 ft² of brick or stone on the front elevation. If brick or stone is only being used on the garage corners as an accent the minimum acceptable height is 36" with a 24" return
 - Vertical Siding / Shakes
 - Crezon panels with battens or equivalent (smart board)



SCHEDULE B – ARCHITECTURAL GUIDELINES & CONTROLS For Phase 6

Duplex with Front Attached Garage - Details

HOUSE SIZE

House width to be a minimum of twenty feet (20')

DRIVEWAYS, GARAGES, WALKWAYS

- Driveways and front walks are to be poured concrete, paving stone or an approved equivalent.
- All homes shall have a minimum of a single attached garage with a minimum width of nine (9') feet, constructed concurrently with the home and located in accordance with the garage location plan.
- On units that have a single and double garage or two double garages both garage doors must have Stockton style panels, full top row.
- Garage doors are to be a maximum of eight (8') feet in height.

EXTERIOR FINISHES AND COLORS

- Permissible exterior cladding includes double 4" or 5" vinyl siding, composite siding, stucco (smooth finish only), brick and stone.
- A maximum of 24" of parged concrete will be permitted on all elevations. Variation in grade and basement design may require cladding material to be lowered or extended to within 24" of ground level.
- All exterior color schemes will be approved on an individual basis. Wall cladding and fascia & eaves colors can be repeated every fifth (XAABBX) lot. For lots located in a "bulb", cul de sac or "eyebrow", no same primary wall cladding color will be permitted.
- Permissible exterior cladding includes double 4" or 5" vinyl or composite siding, stucco (smooth finish only), brick and stone.
- The use of a **third color is required**. In keeping with the character of the neighbourhood and in consideration of blended streetscapes, pastel colors are not permitted discouraged. Repeated use of same color schemes will be monitored.

ARCHITECTURAL DETAILS

- All homes shall incorporate a window in the front door or side light.
- All windows on street facing elevations must have trim & shadow boards (minimum 5") or shutters, plus a minimum of two of the following architectural features on the front elevation:
 - Garage door **and** porch lamps (pot lights do not count)
 - Built-outs i.e. cantilever
 - Wooden veranda with street flanking railing to be a minimum of 25 ft²
 - A minimum of 50 ft² of brick or stone on the front elevation. If brick or stone is only being used on the garage corners as an accent the minimum acceptable height is 36" with a 24" return
 - Architectural detailing in the gables, i.e. shakes, decorative louvers etc.
- Special architectural treatment is to be utilized to reduce the impact of large wall expanses

SCHEDULE "C"

LOT GRADING AND SITE DRAINAGE CONSTRUCTION STANDARDS

GENERAL

The standards specified herein will apply to construction within the building sites and abutting public lands and are to supplement the Alberta Building Code and the City of Edmonton Land Use By-Law.

LOT GRADING PRIOR TO LANDSCAPING

In order to avoid expensive damage to roads, curbs, and walks, it is essential to prevent water from penetrating under them. The area for at least 2 metres distance abutting a sidewalk or curb on the house side shall be graded no lower than the top of the sidewalk or curb to prevent ponding of water and erosion of the base. Preparation for building driveways should be scheduled to minimize the time that ponding could occur. Once the clay has been removed, the driveway should be poured as soon as possible.

FINAL LOT GRADING

The finished elevations at all corners of the lot and the ground next to the building shall be as established by the City and as specified in the Development Permit. Any changes must be approved, in writing, by the City.

When the sub-grade is prepared next to the sidewalk or curb, all efforts shall be made to avoid water ponding next to the concrete. Clay should be removed and replaced with topsoil in one expedient step.

SITE DRAINAGE

Positive drainage must be established away from the building to the gutter or drainage channels as designed.

An initial minimum gradient of 10% shall be established and maintained for the ground within 1.5 meters adjacent to the building and 2% for the balance of the unpaved portion, of the lot. Overburden and slope on excavated areas may be governed by the standard of backfilling which is achieved.

DRAINAGE OF BUILDING FOUNDATIONS AND EAVESTROUGHS

Weeping tiles and other foundation drains shall meet Alberta Building Code requirements. Disposal of weeping tile and other foundation drainage shall be subject to City approval. Disposal into the sanitary sewerage system is prohibited. In most cases, this will require the provision of a sump pump discharging to the surface drainage system or discharge into a storm sewer system designed to accommodate the anticipated weeping tile flow. Surface drainage from both eavestroughs and sump pumps shall be discharged at least 1.5m from the building and must drain on the ground surface for the last 7.5m back from the curb face on a street or lane.

BACKFILL OF TRENCH AND BUILDING EXCAVATIONS

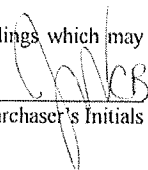
Native material may be used for backfill of trench and building excavations within the site.

In accordance with good construction practice, all trench and foundation backfill must be adequately consolidated at the time of construction by water flushing and/or mechanical compaction to ensure that when subsequent natural settlement is complete, that final grades will be acceptable. The City will inspect backfill prior to issuance of an Occupancy Permit or the permit may be issued after provision of an appropriate performance bond if weather conditions preclude adequate consolidation and inspection prior to occupancy.

SITE IMPROVEMENTS

Site improvements shall not alter or disrupt the drainage pattern as established by the City.

Landscaping and structures such as solid fences, retaining walls and permanent or temporary buildings which may disrupt surface drainage shall not be permitted.


Purchaser's Initials

SCHEDULE "D"

May 3, 2012

**Newcastle Phases 1, 2 3 & 4
Pile Refund Policy****General**

The following piling refund policy shall apply to all lots within Newcastle Phases 1, 2, 3 and 4.

Background

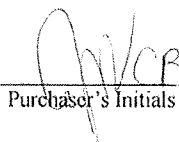
All lots within Newcastle Phases 1, 2, 3 and 4 were designed such that any fill material required was compacted and engineered to accommodate a typical home with a full basement without the need for piles.

Policy

However if a situation is encountered where piles are required, Qualico will refund those piling costs up to a maximum of \$1200 provided the following conditions are met:

- 1.) The home type does not normally require piles (example; full basement homes).
- 2.) Frost is not present.
- 3.) Qualico officials shall be contacted immediately upon the discovery of any potential problems associated with soils.
- 4.) A Geotechnical report indicating that soils conditions, other than frost, necessitate the need for piles must be prepared by J.R. Paine & Associates Ltd. and submitted to Qualico for approval prior to installation of the piles. Any construction commenced prior to verbal or written approval of the Geotechnical report by Qualico may not be subject to the refund indicated above.
- 5.) Receipts for all piling costs must be submitted and approved by Qualico prior to the processing of any refund.

Should you have any questions about the administration or implementation of this policy, please contact Ryan Jones, Qualico Communities at 780-490-2956.


Purchaser's Initials

**SCHEDULE "E"
BUILDER LOT INSPECTION REPORT**

For each lot purchased a completed lot inspection report (Schedule "E") is to be returned to Qualico at the time of submission for Architectural Approval. If the Builder fails to submit this report at the time of Architectural Approval submission, Qualico will assume that the Builder is satisfied that there is no existing damage, and any damage thereafter becomes the Builders responsibility, unless otherwise stated during the engineers report at the time of FAC (Final Acceptance Certificate). The Lot Inspection Report may include pictures documenting the Builder's observations and concerns. Within two weeks of receiving the Lot Inspection Report, Qualico will have completed a follow up inspection verifying any damages as outlined on the Builder's report. If there are any discrepancies, Qualico will notify your office via fax. This report will be held on file and at the time of the FAC will be used as reference if there are any charge backs. The onus is upon the Builder to supply documentation to Qualico if there are any claims in dispute.

Prior to the Builder giving possession of the house to their homeowner, a second inspection should be requested. At this time Qualico will conduct a final lot inspection, documenting any damages present. A copy of this report will then be supplied to the Builder. This report will be held on file and at the time of FAC will be used as reference if there are any charge backs.

Date of Inspection: _____ **Builder:** _____

Inspected By: _____ **Phone Number:** _____

Legal Description: Lot: _____ Block: _____ Plan: _____

Subdivision: _____ **Municipal Address:** _____

SECTION 1

This lot has been inspected and we report the following damages:
(include photos of damage if possible that provide a sense of scale - If no damage put "OK")

- | | |
|--|---|
| <input type="checkbox"/> CC Valve: _____ | <input type="checkbox"/> Light Standard: _____ |
| <input type="checkbox"/> Curbs: _____ | <input type="checkbox"/> Sidewalks: _____ |
| <input type="checkbox"/> Driveway Apron: _____ | <input type="checkbox"/> Transformers: _____ |
| <input type="checkbox"/> Fencing: _____ | <input type="checkbox"/> Utility Pedestals: _____ |
| <input type="checkbox"/> Hydrant: _____ | <input type="checkbox"/> _____ |
| <input type="checkbox"/> _____ | <input type="checkbox"/> _____ |

I _____ of _____ have inspected the above note lot.
(please print name) (Builder if applicable)

SCHEDULE "E"
BUILDER LOT REFUND REQUEST

SECTION 2

Request for Return of Lot Damage Security Deposit

Date of Request: _____ Builder: _____

Inspected By: _____ Phone Number: _____

Legal Description: Lot: _____ Block: _____ Plan: _____

Subdivision: _____ Municipal Address: _____

Homeowner has been advised and understands they are now responsible for any future damages: Yes No

Possession Date: _____

Refund return mailing address: _____

To be Completed by Qualico at time of Refund Request Inspection

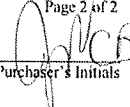
Inspection Date: _____
(by Qualico)

- CC Valve: _____
- Light Standard: _____
- Curbs: _____
- Sidewalks: _____
- Driveway Apron: _____
- Transformers: _____
- Fencing: _____
- Utility Pedestals: _____
- Hydrant: _____
- _____
- _____
- _____

Deposit Refund

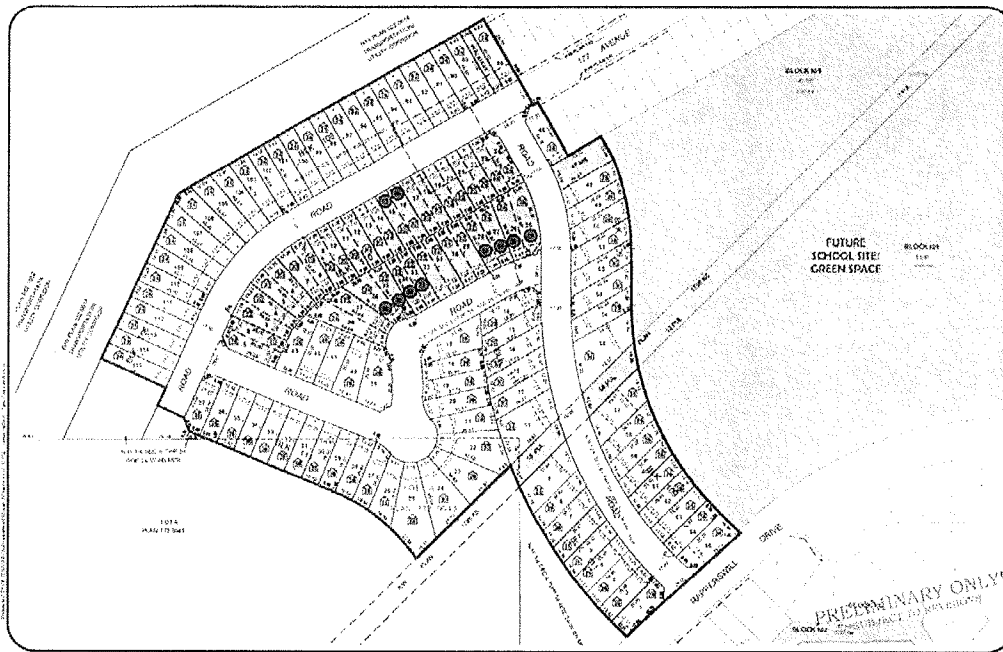
Approved: _____ Amount: _____

Declined: _____ Amount to be invoiced: _____

Page 2 of 2

Purchaser's Initials

Newcastle Phase 6

13 Aug 2015 14:15



LEGEND	
DCI	Front Garage
24	2
25	2
26	11
27	21
Total	38
DCI	Front Garage
28	25
Total	25
RF-A	Public School Site/Green Space
29	1
30	1
31	11
32	11
Total	35
Total	128


NEWCASTLE - PHASE 6 (STAGE 6)
 02 DEVELOPMENT CONCEPT | EDMONTON, AB

QUALICO
 communities
 14/15, 2015

THIS AGREEMENT made this 24TH day of AUGUST, A.D. 2017

BETWEEN: VILLENEUVE COMMUNITIES INC.
#900, 10310 Jasper Avenue
Edmonton, Alberta
T5J 1Y8

(hereinafter called "the Vendor")

OF THE FIRST PART,

and

REID BUILT HOMES LTD.
10707 182 Street
Edmonton, Alberta
T5S 1J5

(hereinafter called "the Purchaser")

OF THE SECOND PART.

Lot 58, 59, 100, 101, 106, 107, 108, 109, 121 - 124, Block 2, Plan 172 2482

Lot 1, 2, 3, 4, 9, 10, 11, 12, 29, 30, 31 & 32, Block 6, Plan 172 2482

WHEREAS the Vendor is the owner of lands within a subdivision known as **JENSEN LAKES 3B** within the corporate boundaries of the **CITY of ST. ALBERT**, (hereinafter called "the Subdivision");

AND WHEREAS the Purchaser desires to purchase from the Vendor lot(s) within the Subdivision.

1. NOW THEREFORE it is agreed that in consideration of the promises herein contained and the payments to be made by the Purchaser the strict performance of each and every covenant, condition and stipulation as well as the making by the Purchaser of the payments being hereby expressly declared conditions precedent and of the essence of this Agreement, the Vendor agrees to sell and the Purchaser agrees to purchase the lot (s) in the Subdivision described in the Schedule attached marked Schedule "A" to this Agreement (hereinafter called "the said lands") at and for the Purchase Price of **\$3,447,000.00**

\$3,447,000.00 purchase price payable as follows:

\$ 172,350.00 deposit upon the execution of this Agreement (the receipt whereof the Vendor both hereby admit and acknowledge);

\$ 517,050.00 balance of Down Payment due on the Closing Date (**SEPTEMBER 5, 2017**)

\$2,757,600.00 balance in accordance with the payment Schedules on the attached Schedule "A".

2. The Purchaser agrees to pay to the Vendor the Purchase Price in the manner and on the days and times above mentioned and in addition to pay interest on all that part of the Purchase Price to be paid in accordance with Paragraph 1 from time to time remaining unpaid at the rate of **2%** plus Prime Interest Rate at CIBC, Main Branch, Edmonton, Alberta (interest rate) to be computed from the Interest Adjustment Date and to be payable on the same days as the principal of the purchase price until the full amount of the Purchase Price has been paid.

When used herein Prime Interest Rate means the prime commercial rate of interest per annum established or set by the main office in Edmonton, Alberta, of the Canadian Imperial Bank of Commerce (the "Bank") or any successor, by which loans in Canadian dollars are available at the Bank to its most preferred commercial customers. Prime Interest Rate applicable hereunder shall be adjusted on the first day of each calendar month.

3. In case default is made in the payment of any sum due for principal or interest as aforesaid, the Purchaser will pay compound interest at the rate of **12%** (arrear interest rate) on the sum in arrears, AND in that case the interest and compound interest are not paid before the expiration of 182 days from the day which the last instalment of principal is payable a rest shall be made and compound interest shall be paid upon the whole sum then remaining due and so on from time to time a rest being made every 182 days.

Purchaser hereby acknowledges that the rate of interest set out in 2. above is based on Purchaser complying with each and every provision hereof and that in the event Purchaser defaults hereunder, said rate of interest does not compensate Vendor for the increased risk hereunder nor the administrative time and efforts required to attend to dealing with said defaults, and that in such event the Purchaser agrees that the arrears interest rate is not a penalty but is commercially reasonable having regard to the facts that existed when this Agreement was entered, and is a genuine pre-estimate of damages the Vendor will suffer for its increased internal costs and risk and Purchaser agrees to pay same.

4. Subject to all of the terms and conditions herein being complied with VACANT POSSESSION shall be given on the date of receipt of the Down Payment.

5. CLOSING DATE AND ADJUSTMENT DATE for all taxes, levies, charges, assessments shall be **SEPTEMBER 5, 2017**

5.1 INTEREST ADJUSTMENT DATE shall be **JUNE 5, 2018**

5.2 BALANCE OF PURCHASE PRICE shall be paid on or before **SEPTEMBER 5, 2018**

6.0 IT IS FURTHER MUTUALLY AGREED AND COVENANTED BETWEEN THE PARTIES HERETO AND THEY AGREE WITH EACH OTHER AS FOLLOWS:

6.1 That the terms and conditions hereof and the terms and conditions contained in the Schedules attached hereto are the full and complete terms of this Agreement and that no alterations, modifications, or amendments of such terms and conditions may be made without first obtaining written consent of the parties hereto and that there are no collateral warranties or conditions other than those contained herein.

6.2 That upon the Purchaser making the payments herein agreed to be paid the Vendor covenants and agrees that it will convey and assure or cause to be conveyed and assured to the Purchaser by a good and sufficient transfer under the "Land Titles Act" and amendments thereto, the said lands and premises, together with the appurtenances belonging thereto but subject to the exceptions, conditions and reservation expressed in the original grant thereof from the Crown or expressed or implied in the existing Certificate of Title and subject to such encumbrances registered or to be registered against the title to the said lands in connection with the development of the subdivision including, without limitation, easements, utility rights of way, restrictive covenants and caveats and subject further to such encumbrances, liens or charges as may have been made or suffered by the Purchaser and provided however that the Vendor may provide the Purchaser together with the transfer an undertaking from a barrister and solicitor in good standing in the Province of Alberta to discharge some or all of the non-permitted encumbrances which remain on title within a reasonable period of time after registration of the transfer and payment of the Purchase Price. Such transfer is to be prepared at the expense of the Vendor and registered at the expense of the Purchaser.

6.3 The Purchaser covenants, promises and agrees to and with the Vendor:

a) To pay the purchase price of the said lands together with interest at the times and in the manner hereinbefore set out;

b) That the Vendor may at its option declare the whole balance of the principal, interest and other sums due and accruing due hereunder at once due and payable in any of the following events, namely:

(i) If any instalment of principal or interest or any part thereof is in arrears or overdue and such default continues for thirty (30) days after notice thereof be given by the Vendor to the Purchaser; or

(ii) If the Purchaser or any one claiming under the Purchaser commits any act of waste upon the said lands and such default continues for fifteen (15) days after notice thereof is given by the Vendor to the Purchaser; or

(iii) If the Purchaser defaults in observing or performing any of the covenants and conditions on the part of the Purchaser to be observed, performed or complied with under the terms of this Agreement other than the payment of principal or interest or any part thereof and such default continues for thirty (30) days after notice thereof has been given by the Vendor to the Purchaser; or

(iv) If the Purchaser makes an assignment for the benefit of creditors or becomes bankrupt or permits any execution or similar process against the interest of the Purchaser hereunder to remain unsatisfied.

c) Notwithstanding any other rights or remedies that the Vendor may have or be entitled to enforce under this Agreement as a result of any default by the Purchaser in the payment of any sum herein agreed to be paid, or in the performance or observation of any of the covenants, agreements, conditions or provisions of this Agreement, if the Purchaser shall at any time make default in the payment of any sum herein agreed to be paid, or in the performance or observation of any of the covenants, agreements, conditions or provisions of this Agreement, and if such default continues for thirty (30) days after notice in writing thereof shall have been given to the Purchaser by or on behalf of the Vendor, then at the expiration of such thirty (30) days all rights and interests of the Purchaser hereby created or then existing shall thereupon forthwith cease and determine without any legal proceedings being taken or other act being performed by or on behalf of the Vendor and the said lands shall revert to and revest in the Vendor free from all claim or interest hereby created by the Purchaser or any person claiming by, through or under the Purchaser. The Vendor shall be entitled, in such case, without giving any notice or making any demand, to take possession of the said lands and to remove or cause to be removed the Purchaser therefrom. Such determination of this Agreement shall not operate as a penalty and that the Vendor shall be entitled to retain as liquidated damages all payments and improvements made by or on behalf of the Purchaser under this Agreement;

d) That any judgment obtained pursuant to the provisions of this Agreement shall not operate to merge the provisions hereof with respect to the payment of interest and notwithstanding such judgment, interest shall be payable at the rate hereinbefore set forth; and

e) Should a builder's lien be registered against the said lands or any part thereof then the Purchaser covenants and agrees to have the same discharged within thirty (30) days of the date of filing of the said builder's lien, provided however, that the Purchaser will not be required to discharge any such builder's lien so long as it shall in good faith contest the validity thereof if, so long as, in the sole discretion and opinion of the Vendor, there is no imminent danger that the said lands or any part thereof will be lost, forfeited or imperilled during the pendency of such contest and provided further that this covenant shall not apply to any lien arising through work contracted for by the Vendor.

6.4 The Vendor's title having been already examined and approved by the Purchaser is accepted by them without further investigations and the property having been inspected by them the description hereinbefore contained shall be deemed to be correct and no objections shall be made or compensation claimed on account of an error of description as to quantity or otherwise if any such be found.

6.5 The Purchaser agrees that the Vendor shall not be liable in damages or otherwise howsoever for delay in completing or failure to complete and install any of the services required by the municipal authority having jurisdiction if the delay or failure is due to any cause beyond the control of the Vendor including without limiting the generality of the foregoing, inclement weather, strikes, walk-outs, vis major, shortage of materials or acts of any enemies of the Government of Canada.

6.6 The Purchaser acknowledges that they are aware of and acquainted with the Plan of Subdivision and are aware of the zoning or planned zoning of the development area and surrounding lands.

6.7 The Purchaser covenants and agrees to maintain and protect certain works and public areas adjoining the said lands and to grade the said lands namely;

a) The Purchaser agrees that if they undertake any excavation or construction work on the said lands herein agreed to be sold they will exercise all care and control of that work necessary to ensure that construction materials, including excavated materials, are confined within the limits of the said lands and do not spill over onto adjoining property or onto any public streets or lanes or other public lands and the Purchaser agrees that if at any time they are in breach of this covenant the Vendor may remove all such material from lands other than the said lands which for any reason become deposited on adjoining lands, public streets, or lanes, all at the expense of the Purchaser and the costs of so doing shall be paid by the Purchaser to the Vendor or its order forthwith upon demand;

b) The Purchaser acknowledges that the curb stop valve(s) or corporation valve(s) on the waterline to the said lands are, at the date of this Agreement with respect to each lot included in SCHEDULE "A" hereto, in good and satisfactory order and repair. (In the event that the curb stop valve(s) or corporation valve(s) on the waterline to the said lands are not installed at the date of this Agreement with respect to each lot included in SCHEDULE "A" hereto or to any of the lots therein described, then the Purchaser undertakes and agrees that they will, upon the installation ("the installation date") of the curb stop valve(s) or corporation valve(s) on the waterline to the said lands, immediately inspect the same and promptly notify the Vendor of any unsatisfactory condition or deficiency respecting same. Failure of the Purchaser to so notify the Vendor within one (1) week of the installation of the curb stop valve(s) or corporation valve(s) on the waterline to the said lands shall constitute acknowledgement by the Purchaser to the Vendor that the curb stop valve(s) or corporation valve(s) on the waterline to the said lands, as installed, are in good and satisfactory order and repair).

The Purchaser agrees and acknowledges that from the later of the date of this Agreement or the installation date, until the Security Deposit or a portion thereof becomes releasable by the Vendor to the Purchaser in accordance with SCHEDULE "B" hereto, the Purchaser shall be strictly responsible for the said curb stop valve(s) or corporation valve(s) on the waterline to the said lands and shall pay any and all costs of repairing, replacing or reconstructing same on account of damage which occurs during the said period.

c) The Purchaser acknowledges that the sidewalks, curbs and gutters adjacent to the said lands are, at the date of this Agreement with respect to each lot included in SCHEDULE "A" hereto, in good and satisfactory order and repair. (In the event that the sidewalks, curbs and gutters adjacent to the said lands are not installed at the date of this Agreement with respect to each lot included in SCHEDULE "A" hereto or to any of the lots therein described, then the Purchaser undertakes and agrees that they will, upon the installation ("the install date") of the sidewalks, curbs and gutters adjacent to the said lands, immediately inspect the same and promptly notify the Vendor of any unsatisfactory condition or deficiency respecting same. Failure of the Purchaser to so notify the Vendor within one (1) week of the installation of the sidewalks, curbs and gutters adjacent to the said lands shall constitute acknowledgement by the Purchaser to the Vendor that the sidewalks, curbs and gutters adjacent to the said lands, as installed, are in good and satisfactory order and repair).

The Purchaser agrees and acknowledges that from the later of the date of this Agreement or the install date, until the Security Deposit or a portion thereof becomes releasable by the Vendor to the Purchaser in accordance with SCHEDULE "B" hereto, the Purchaser shall be strictly responsible for the said sidewalks, curbs and gutters adjacent to the said lands and shall pay any and all costs of repairing, replacing or reconstructing same on account of damage which occurs during the said period.

d) The Purchaser covenants and agrees to grade the said lands and all of them in conformity with the drainage pattern established by the municipal authority having jurisdiction and to grade and place good quality topsoil on the boulevard lying between the property line of the said lands and the curb line or back of sidewalk as the case may be so that a finished grade covered with topsoil will extend from the property line of the said lands to the curb or back of sidewalk and the cost of so doing shall be borne by the Purchaser.

e) The Purchaser agrees to assume all responsibilities of maintaining and cleaning the lot at the Vacant Possession Date. Should the Vendor be required to access the lot for any reason such as to clean or maintain the lot, the Vendor shall have access to the lot and shall deduct the value of any necessary work from the Security Deposit.

6.8 The Purchaser acknowledges that any fencing installed on a property line common to a building lot adjacent to the said lands is not included in the purchase price. The Purchaser further acknowledges that any financial liability in respect of any such fence is the responsibility of the Purchaser.

6.9 The Purchaser acknowledges that all rights and obligations contained in this Agreement, including any and all SCHEDULES or amendments thereto, are severable from the said land itself and will not merge in the transfer of the said lands to them and will survive the closing of this Agreement to the intent that

notwithstanding that they may have received title to part or all of the said lands, their covenants and agreements to pay those amounts or to do that work will survive and be enforceable against them.

6.10 The Purchaser acknowledges that they have inspected the lots and accept them in their existing condition at the date of this Agreement. The Vendor makes no representations or warranties with respect to subsoil or foundation conditions and it is the sole responsibility of the Purchaser to take appropriate steps to ensure adequate foundations for any buildings erected thereon. The Vendor will make available on request any reports or studies pertaining to this matter however it does not warrant, guarantee or make any representation with respect to the accuracy or conclusions of such reports.

6.11 The Purchaser shall indemnify and save harmless the Vendor from any and all losses, costs, damages, actions, causes of action, suits, claims and demands, resulting from anything done or omitted to be done by the Purchaser or his agents or contractors in pursuance or purported pursuance of activities in respect of this Agreement.

Without restricting the generality of the foregoing, the Purchaser acknowledges and agrees that it is the prime contractor within the meaning of the *Occupational Health and Safety Act* (Alberta) and the Purchaser undertakes to carry out the duties and responsibilities of the prime contractor, including doing everything reasonably practicable regarding occupational health and safety, with respect to all work performed on the lands. The Purchaser shall indemnify and hold harmless the Vendor from any liability for claims, damages or penalties, including legal fees on a solicitor and own client basis to defend any prosecutions or civil actions, arising from the Purchaser's failure to comply with the duties, responsibilities and obligation of the Purchaser as a prime contractor, employer or contractor under the *Occupational Health and Safety Act* (Alberta) or any other relevant legislation or at common law.

7. Any notice required to be given to the Purchaser under the terms of this Agreement may be given personally or in the absence of a postal strike or other interruption of postal service by prepaid registered mail and the same shall be deemed to have been delivered to the Purchaser three (3) days after the date the same is mailed at any Government Post Office in Canada and the address of the Purchaser for the giving of any notice required by this Agreement shall be as noted above.

8.

a) If the time for the performance of any obligation or the giving of any notice hereunder expires on a Saturday, Sunday, or legal holiday, the time for performance or notice shall be extended to the next day which is not a Saturday, Sunday, or legal holiday.

b) Unless expressly stated otherwise herein, any period for the performance of any obligation or the giving of notice provided for herein shall expire at 4:30 p.m., Edmonton time, on the last day of such period.

c) In respect of any payments to be made into our office, any funds received after 1:00 p.m. will be deemed to have been received on the next banking day and interest will be payable accordingly.

9. It is agreed that the waiver by the Vendor of the strict performance of any covenant, condition or stipulation herein contained shall not of itself constitute a waiver of or abrogate such covenant, condition or stipulation, nor be a waiver of any subsequent breach of the same or any other covenant, condition or stipulation.

10. It is further agreed that time is to be considered the essence of this Agreement and also that in reading and construing this Agreement the word "Purchaser" or "Purchasers" and all words pending thereon or relating thereto shall be read and construed as in the plural instead of the singular number if there be more than one Purchaser names, and in each case, the covenants shall be deemed to bind the Purchaser severally as well as jointly; and the word "Vendor" and all words pending thereon or relating thereto shall if there be more than one Vendor named be read and construed in the plural instead of in the singular number and each of the powers given to and the covenants made with the Vendor shall be deemed to be given to and made with each of the Vendors alone as well as to or with them jointly; and also that the masculine gender shall include the feminine gender or a body corporate where the context or the parties hereto so require.

11. No assignment of this Agreement shall be valid unless the same shall be for the entire interest of the Purchaser and shall be approved and countersigned by the Vendor and no Agreement or conditions or relations between the Purchaser and their Assignees or any other person acquiring title or interest from or through the Purchaser shall preclude the Vendor from the right to convey the said lands to the Purchaser on the payment of the unpaid portion of the purchase money which may be due under this Agreement unless such assignment be approved and countersigned by the Vendor as aforesaid, and these conditions shall not in any way be affected or changed by the Vendor receiving payment of any portion of such purchase money from any Assignee not approved as aforesaid; and provided further that the terms and conditions herein contained shall constitute covenants running with the land binding upon the Purchaser, and the Vendor shall be entitled to file a Caveat against the said lands indicating its interest herein.

12. The Purchaser hereby represents and warrants to the Vendor that the Purchaser is registered under Subdivision "d" of the Excise Tax Act of Canada ("the Act") and that its G.S.T. registration number is **106 088 461**. By virtue of this representation and the corresponding provisions of the Act, the Purchaser covenants to assume the liability for G.S.T. accruing in respect of this transaction (**\$172,350.00**). The Purchaser further covenants that it shall complete and execute such forms, make such filings and reports, and do all other things that are necessary or required pursuant to the Act, all within the time limits prescribed in the Act.

13. Each of the parties hereto covenant and agree from time to time and at all times hereto to do and perform such acts and things and to execute all such deeds, documents and writings and to give all such further assurances with respect to the sale of the said lands herein contemplated as shall be reasonably required.

14. The covenants, provisos, powers and licenses herein expressed or implied shall be binding upon and enure to the benefit of and may be exercised or enjoyed by the parties hereto, the heirs, executors, administrators, successors and permitted assigns respectively.

15. SPECIAL CONDITIONS

- a) See Schedule "B" attached hereto
- b) See Schedule "C" attached hereto
- c) See Schedule "F" attached hereto
- d) See Schedule "H" attached hereto
- e) The Purchaser agrees to pay the Vendor the sum of \$575.00 on any given lot sold pursuant to this Agreement, such monies to be a contribution towards the Vendor's costs of marketing and advertising the subdivision.
- f) That the title to the Property will be subject to all such encumbrances as are required to be registered in connection with the subdivisions creating the Property such as utility rights of way, restrictive covenants and easements, as well as all such encumbrances as are required in connection with the establishment or operation of the Jensen Lakes Homeowners Association including, without limitation, a rent charge encumbrance requiring payment by the owners of the Property of an annual fee. Purchaser acknowledges that membership in the Jensen Lakes Homeowners Association will be subject to certain conditions of membership.

This Agreement may be executed in counterpart and may be delivered and accepted by facsimile, .pdf, or other form of electronic transmission, with a copy being of the full force and effect as an original.

VILLENEUVE COMMUNITIES INC.

REID BUILT HOMES LTD.

Per: _____

Per: _____

Print Name:

Title:

Per: _____

Per: _____

Print Name:

Title:

I/We have the Authority to bind the Company

SCHEDULE "A"

PURCHASER REID BUILT HOMES LTD.
SUBDIVISION NAME JENSEN LAKES 3B
SUBDIVISION PLAN NUMBER 172 2482
CLOSING DATE SEPTEMBER 5, 2017
INTEREST ADJUSTMENT DATE JUNE 5, 2018
BALANCE DUE DATE SEPTEMBER 5, 2018

INTEREST RATE 2% plus Prime Interest Rate at CIBC Main Branch, Edmonton, Alberta, adjusted on the 1st day of each month; until balance of Purchase Price has been paid.

ARREARS INTEREST RATE 12% compounded every 182 days after due date.

<u>LOT</u>	<u>BLOCK</u>	<u>PURCHASE PRICE</u>	<u>DEPOSIT</u>	<u>DOWN PAYMENT</u>	<u>BALANCE OF PURCHASE PRICE</u>
58	2	\$ 138,000.00	\$ 6,900.00	\$ 20,700.00	\$ 110,400.00
59	2	\$ 146,000.00	\$ 7,300.00	\$ 21,900.00	\$ 116,800.00
100	2	\$ 160,500.00	\$ 8,025.00	\$ 24,075.00	\$ 128,400.00
101	2	\$ 142,500.00	\$ 7,125.00	\$ 21,375.00	\$ 114,000.00
106	2	\$ 140,000.00	\$ 7,000.00	\$ 21,000.00	\$ 112,000.00
107	2	\$ 158,000.00	\$ 7,900.00	\$ 23,700.00	\$ 126,400.00
108	2	\$ 158,000.00	\$ 7,900.00	\$ 23,700.00	\$ 126,400.00
109	2	\$ 140,000.00	\$ 7,000.00	\$ 21,000.00	\$ 112,000.00
121	2	\$ 157,000.00	\$ 7,850.00	\$ 23,550.00	\$ 125,600.00
122	2	\$ 139,000.00	\$ 6,950.00	\$ 20,850.00	\$ 111,200.00
123	2	\$ 139,000.00	\$ 6,950.00	\$ 20,850.00	\$ 111,200.00
124	2	\$ 157,000.00	\$ 7,850.00	\$ 23,550.00	\$ 125,600.00
1	6	\$ 135,000.00	\$ 6,750.00	\$ 20,250.00	\$ 108,000.00
2	6	\$ 123,000.00	\$ 6,150.00	\$ 18,450.00	\$ 98,400.00
3	6	\$ 123,000.00	\$ 6,150.00	\$ 18,450.00	\$ 98,400.00
4	6	\$ 123,000.00	\$ 6,150.00	\$ 18,450.00	\$ 98,400.00
9	6	\$ 141,000.00	\$ 7,050.00	\$ 21,150.00	\$ 112,800.00
10	6	\$ 123,000.00	\$ 6,150.00	\$ 18,450.00	\$ 98,400.00
11	6	\$ 123,000.00	\$ 6,150.00	\$ 18,450.00	\$ 98,400.00
12	6	\$ 141,000.00	\$ 7,050.00	\$ 21,150.00	\$ 112,800.00
29	6	\$ 155,000.00	\$ 7,750.00	\$ 23,250.00	\$ 124,000.00
30	6	\$ 160,000.00	\$ 8,000.00	\$ 24,000.00	\$ 128,000.00
31	6	\$ 165,000.00	\$ 8,250.00	\$ 24,750.00	\$ 132,000.00
32	6	<u>\$ 160,000.00</u>	<u>\$ 8,000.00</u>	<u>\$ 24,000.00</u>	<u>\$ 128,000.00</u>
		\$3,447,000.00	\$172,350.00	\$517,050.00	\$2,757,600.00

SCHEDULE "B"

DEVELOPMENT GUIDELINES AND SECURITY DEPOSIT

THIS IS SCHEDULE "B" ATTACHED TO THE AGREEMENT FOR SALE

DATED: AUGUST 24, 2017

BETWEEN: VILLENEUVE COMMUNITIES INC. as Vendor

AND REID BUILT HOMES LTD. as Purchaser

and forming part of the Agreement For Sale (hereinafter the Agreement for Sale and this SCHEDULE "B", together with any other SCHEDULES attached to and similarly forming part of the Agreement for Sale, are collectively referred to as "the said Agreement").

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1. As security for the performance of each of the covenants and conditions contained in the said Agreement, the Purchaser has provided to the Vendor (or will provide to Vendor upon the earlier of development guideline submission or transfer of title) a security deposit in the amount of **FIFTY THOUSAND (\$50,000.00) DOLLARS per Region** (the "Security Deposit") in cash (or such other form of security suitable to the Vendor).

Upon completion of all such covenants and conditions in respect of any given building lot, the Purchaser may make application for release of all or part of such cash deposit the Purchaser paid in respect of that building lot. Once the application is received in writing by the Vendor, accompanied by an As-Built Grading Certificate prepared by a licensed surveyor, an inspection will be made by the Vendor or the Vendor's Agent, as unilaterally appointed by the Vendor.

Upon review of the application and completion of the inspection, all deficiencies will be noted and the Purchaser notified of all such deficiencies that, in the opinion of the Vendor or the Vendor's Agent, acting reasonably, are the responsibility of the Purchaser ("the deficiencies"). The Purchaser shall forthwith remedy the deficiencies and, if failing to do so within the time limit established in the notice, the Vendor shall deduct the value of the remaining deficiencies, as estimated by the Vendor's Agent, from the Security Deposit.

If prior to the application and inspection referenced above, the Purchaser is in default ("the default") of any of the covenants and conditions contained in the said Agreement, and in particular, without limiting the generality of the foregoing, if the construction on the said lands does not comply with the approved plans, the Vendor shall give the Purchaser notice detailing the default. The Purchaser shall forthwith remedy the default and, if failing to do so within the time limited established in the notice, the Vendor shall have the right to correct the default at the expense of the Purchaser. The costs of correction shall be deducted from the Security Deposit.

If the deficiencies and/or the default, in whole or in part, are not practical to correct in the sole opinion of the Vendor, the sum of **FIVE THOUSAND (\$5,000.00) DOLLARS** shall be deducted from the Security Deposit as liquidated damages and not as penalty ("the damages").

From time to time, should the cumulative total of the deficiencies, the default and the damages exceed the value of the Security Deposit, the Purchaser shall pay the Vendor the shortfall on demand. The Purchaser hereby grants a charge against the said lands for any such shortfall. Until the said shortfall is paid, the Vendor shall be entitled to maintain the charge against the said lands.

2. The Purchaser agrees to comply with the terms and conditions contained in **JENSEN LAKES ARCHITECTURAL DESIGN GUIDELINES** (the "Development Guidelines"), and the Lot Grading Plan prepared in respect of the said lands by **PALS GEOMATICS CORP.**, together with amendments to either. The Purchaser further covenants to comply with the approval process as outlined in the Development Guidelines, and by the signing of this SCHEDULE "B" the Purchaser acknowledges: 1) receipt of a true copy of the Development Guidelines, and 2) the Vendor's liability to the Purchaser, or to anyone claiming by or through the Purchaser, or to any third party, for any claim or action directly or indirectly relating to Development Guideline violations by the Vendor or others which affect the said lands, is strictly limited to the actual amount of the Security Deposit held by the Vendor in respect of the building lot on which the violation(s) occurred, at the time the claim or action is made or commenced.
3. If a dispute shall arise between the Vendor and the Purchaser as to whether deficiencies or default exists or the extent of either, or the cost of correction as provided for herein, such matter in dispute shall be referred to a committee of **THREE (3)** made up of:
 - ONE (1) representative appointed by the Vendor.
 - ONE (1) representative appointed by the Purchaser.
 - ONE (1) other representative acceptable to both the Purchaser and the Vendor.

Any decision rendered by this committee shall be binding on both the Vendor and the Purchaser. A decision shall be constituted by a position supported by a minimum of two of the committee members. If either party fails to appoint a representative, or there is failure to appoint a third member acceptable to both parties, or the committee fails to render a decision, then the matter in dispute shall be determined pursuant to the provisions of the Arbitration Act then in force in the Province of Alberta.
4. The Security Deposit shall be retained by the Vendor to be applied as herein provided, provided that any residual cash deposit in respect of any given building lot existing after the deductions as herein provided for shall be paid to the Purchaser (without interest).

SCHEDULE "C"**JENSEN LAKES HOMEOWNERS ASSOCIATION****THIS IS SCHEDULE "C" ATTACHED TO THE AGREEMENT FOR SALE****DATED: AUGUST 24, 2017****BETWEEN: VILLENEUVE COMMUNITIES INC. as Vendor****AND: REID BUILT HOMES LTD. as Purchaser**

and forming part of the Agreement for Sale (hereinafter the Agreement for Sale and this SCHEDULE "C", together with any other SCHEDULES attached to and similarly forming part of the Agreement for Sale, are collectively referred to as "the said Agreement").

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1. The parties are the Vendor and the Purchaser in those lands described in the said Agreement between them to which this Addendum is attached.
 2. The Purchaser acknowledges that Jensen Lakes is a community developed on the principle of private responsibility for ownership and maintenance of its amenities. As main development of lands within Jensen Lakes, the Vendor has or will be constructing within Jensen Lakes, private lake and beach, beach club facility, fences, parkways, walkways, plazas, lighting, water fountains and neighbourhood entry monuments; (hereinafter called the "Jensen Lakes Amenities");
 3. The Vendor has caused or will cause the Jensen Lakes Homeowners Association (the "Association") to be incorporated and organized as a not-for-profit body corporate under the Societies Act of Alberta, for the purpose of operating, managing, maintaining and ultimately owning Jensen Lakes Amenities. The Purchaser agrees that it is a condition precedent to this said Agreement that title to the said lands shall be subject to an annual rent charge encumbrance requiring payment to the Association of an annual rent charge to provide funding for the Association.
 4. Resident owners or tenants of Residential Property (as defined in the Articles of Association of the Association) and owners and tenants of multi-family residential rental projects within those portions of Jensen Lakes consisting of the "Subdivisions" as that term is defined in the Articles of Association of the Association are entitled to become members of the Association. Becoming a member is, however, conditional on a rent charge encumbrance being registered against the title to the property which the proposed member owns or resides on and the proposed member agreeing to become a member by executing a Members Acknowledgement. The requirements and conditions of membership in the Association, and the terms and conditions governing the use of the Jensen Lakes Amenities are more fully set forth in the Memorandum of Association and Articles of Association of the Association and the Members Acknowledgement, copies of which are available from the Association.
 5. Except as it may be amended hereby, the parties hereby confirm and acknowledge the said Agreement.

SCHEDULE "F"**BUILDING COMMITMENT**

THIS IS SCHEDULE "F" ATTACHED TO THE AGREEMENT FOR SALE

DATED: AUGUST 24, 2017

BETWEEN: VILLENEUVE COMMUNITIES INC. as Vendor

AND REID BUILT HOMES LTD. as Purchaser

and forming part of the Agreement For Sale (hereinafter the Agreement for Sale and this SCHEDULE "F", together with any other SCHEDULES attached to and similarly forming part of the Agreement for Sale, are collectively referred to as "the said Agreement").

The Purchaser covenants and agrees to complete construction of a dwelling on each lot sold pursuant to the said Agreement within **TWO (2)** year of the date of the said agreement. If the Purchaser has not entirely completed such construction within that **TWO (2)** year period, the Vendor, at its sole option, may elect by notice in writing to the Purchaser within six (6) months of the expiry of that **TWO (2)** year period, to repurchase and reacquire any lot on which construction is not so entirely completed. This price to be paid by the Vendor to the Purchaser for any such lot shall be (a) in the case of a lot where construction has not been commenced, the original price such lot was sold at by the Vendor to the Purchaser and (b) in the case of a lot where construction has been commenced, the original price such lot was sold at by the Vendor to the Purchaser plus the fair market value of the improvements constructed on the lot by the Purchaser less 20% of the value of these improvements (which the Purchaser agrees is fair compensation to the Vendor for its costs resulting from such reacquisition and from the Purchaser's failure to complete construction). If the Vendor and Purchaser cannot agree on the fair market value of the said improvements, the value shall be determined pursuant to the provisions of the arbitration act then in force in the Province of Alberta. If any monies are at the closing date owing by the Purchaser to the Vendor under the said Agreement, or otherwise, any monies so owing or any portion thereof may be deducted by the Vendor from the said price. The closing date shall be ten (10) days after service of the aforesaid notice, and the Purchaser shall promptly at the closing date tender a conveyance in register able form upon the Vendor, free and clear of all encumbrances except for those encumbrances on title prior to the date of the said Agreement.

SCHEDULE "H"**THIS IS SCHEDULE "H" ATTACHED TO THE AGREEMENT FOR SALE****DATED: AUGUST 24, 2017****BETWEEN: VILLENEUVE COMMUNITIES INC. as Vendor****AND REID BUILT HOMES LTD. as Purchaser**

and forming part of the Agreement For Sale (hereinafter the Agreement for Sale and this SCHEDULE "H", together with any other SCHEDULES attached to and similarly forming part of the Agreement for Sale, are collectively referred to as "the said Agreement").

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1. Notwithstanding prior provisions, the Purchaser agrees to accept, as a temporary encumbrance registered against the Title to the said lands, a caveat in favour of the City of St. Albert respecting the Development Agreement for Jensen Lakes subdivision.
 2. The Purchaser acknowledges and agrees that any home to be constructed on the said lands will not be used as a Showhome. Notwithstanding the generality of the foregoing, the Purchaser agrees that it will not advertise any such home as a Showhome in newspapers or on the radio, or any form of signage, nor will the Purchaser install flags or a sales centre on the said lands. Signage of any kind to be located on or near the said lands shall be subject to the written approval of Villeneuve Communities Inc.

It is further understood and agreed that this provision is rendered **NULL** and **VOID** if Schedule "D" (Showhome Builder Terms) is incorporated in this, the said Agreement.

3. If an unscreened topsoil stockpile is created in Jensen Lakes, for use by the Purchaser, topsoil from the stockpile shall be available to the Purchaser at no charge provided the topsoil is used for the final grading of Jensen Lakes lots. It is further understood and agreed that should the stockpile cease to exist for any reason, the Purchaser shall not be entitled to compensation from Villeneuve Communities Inc.
4. The Purchasers acknowledges and agrees that the Surveyor to be used to plot and stake the house being built on the lot(s) being purchased under the said Agreement is:

PALS GEOMATICS CORP., of 10704 – 176 Street, Edmonton, Alberta, T5S 1G7 (455-3177)

AGREEMENT FOR PURCHASE AND SALE – SHOW HOME

BETWEEN:

**WALTON BIG LAKE DEVELOPMENT L.P., by its General Partner,
WALTON BIG LAKE DEVELOPMENT CORPORATION**, a limited
partnership formed under the laws of Alberta, with offices in the City of Calgary,
in the Province of Alberta

(hereinafter called the "Vendor")

-and-

REIDBUILT HOMES LTD.

(hereinafter called the "Purchaser")

WHEREAS the Vendor is developing a residential subdivision in Edmonton, Alberta (herein referred to as the "**Hawks Ridge at Big Lake Subdivision**"), a copy of the tentative plan of subdivision for Stage 2A ("**Stage 2A**") of the Hawks Ridge at Big Lake Subdivision being attached hereto as Schedule "A";

NOW THEREFORE, in consideration of the mutual covenants herein contained and the payment of the Purchase Price as referenced in this Agreement, the receipt and sufficiency of which are acknowledged by both parties, the parties hereto agree as follows:

1. (a) Subject to Articles 6 and 38 hereof, the Purchaser agrees to buy and the Vendor agrees to sell those Lands in the City of Edmonton, in the Province of Alberta and the lots therein contained as set out in Schedule "B", which is attached hereto (hereinafter called the "**Lots**" or the "**Lands**" as the context requires).
- (b) The Purchaser shall, in accordance with the terms contained herein, construct a show home on each of the Lot(s) set out in Schedule "B", and the Purchaser agrees that each such show home shall be fully completed and open to the public as a show home on or before NOVEMBER 1, 2015 (the "**Opening Date**"). The Purchaser further agrees that it shall keep the show home open to the public as a show home on and from the Opening Date and for the duration of the show home parade as determined by the Vendor (approximately 18 months).
2. The purchase price payable, exclusive of Goods and Services Tax ("**GST**"), by the Purchaser to the Vendor for the Lands is \$181,078.00 (the "**Purchase Price**"), and is allocated amongst the Lots in accordance with Schedule "B". The Purchase Price is payable as follows:

- (a) With respect to all Lots as set out in Schedule "B", a 10% deposit, in the sum of \$18,107.80 to be paid by the Purchaser to the Vendor upon execution of this Agreement for Purchase and Sale – Show Home (the "Agreement"). The Purchaser acknowledges that this deposit, when paid, shall be released to the Vendor absolutely.
 - (b) With respect to all Lots as set out in Schedule "B", a further 10% deposit, in the sum of \$18,107.80. to be paid by the Purchaser to the Vendor at the time of substantial completion of the paving of those roadways located in Stage 2A which are immediately adjacent to the Lot(s). The determination of the achievement of substantial completion of such roadways shall be made by the Vendor in its sole and absolute discretion. The Purchaser acknowledges that this deposit, when received, may be released to the Vendor absolutely.
 - (c) With respect to all Lots as set out in Schedule "B", the balance of the Purchase Price to be paid by the Purchaser to the Vendor by no later than one (1) month from the date on which the houses on the Lot(s) cease to be used (or permitted to be used pursuant to the foregoing) as Show Homes as determined by the Vendor (hereinafter referred to as the "Final Payment Date"). In the event that the Purchaser fails to pay to the Vendor the applicable Purchase Price on or prior to the Final Payment Date, then provided that the Vendor agrees, at its sole and absolute discretion, to accept late payment of the Purchase Price, interest shall be paid by the Purchaser to the Vendor in accordance with Article 4 as set out below. Until the Final Payment Date, the Purchaser shall also be responsible for: (i) payment of all utilities and municipal taxes in relation to the Lands; (ii) payment of 50% of the initial fencing and landscaping costs for the show home constructed on the Lands; (iii) installation and maintenance of an irrigation system on each of the Lot(s); (iv) obtaining the final Grade Certificate in respect of the Lands; and (v) opening the show home on the Opening Date and keeping such show home open for the duration of the show home parade as determined by the Vendor (approximately 18 months). The Vendor agrees to cover the costs of site maintenance (items such as grass mowing, snow shoveling, show home site general clean-up, seasonal aerating, etc.) for such period of time as the houses on the Lots are used as Show Homes pursuant to this Agreement, up to a maximum of \$5,000 in maintenance costs for each Lot(s).
 - (d) The aforesaid Purchase Price does not include Goods and Services Tax ("GST") which shall be payable at the time of the completion of the purchase of any Lot or on the Final Payment Date (as applicable) unless at such time (and prior to the Purchaser obtaining title to the Lands) the Purchaser is a GST registrant and provides to the Vendor a Statutory Declaration issued on or about the applicable Early Closing Date or the Final Payment Date (as applicable) stating its correct and valid GST registration and confirming its continuing GST registration and confirming that the Purchaser is acquiring the Lands on its own behalf and not as agent or trustee for any other person. The Purchaser agrees to indemnify and save harmless the Vendor from and against any and all Goods and Services Tax which the Vendor is required to pay relating to this Agreement and the transactions contemplated herein. The term Goods and Services Tax means the Federal Goods and Service Tax as provided in the *Excise Tax Act (Canada)*, as amended from time to time.
3. In addition to the total Purchase Price and such other sum or sums as are contemplated to be paid pursuant to this Agreement, the following sums shall be paid:
- (a) The Purchaser shall pay to the Vendor a damage deposit in the sum of \$1,000 per Lot (the "Damage Deposit"). The Damage Deposit is to be paid in addition to all

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sum or sums as referred to aforesaid, which Damage Deposit is to be paid prior to the commencement of construction on the Lands. Notwithstanding the above, if the Purchaser has issued a performance deposit and/or Damage Deposit with reference to any prior stage or phase of the Hawks Ridge at Big Lake Subdivision, then such performance deposit and/or Damage Deposit paid by the Purchaser to the Vendor shall, at the option of the Vendor, apply to any of the obligation(s) as set out in Article 18, and be dealt with in accordance with such Article. Provided, further, that if the Purchaser has provided a letter of credit with reference to any prior stage or phase, then at the Vendor's sole option such performance deposit and/or Damage Deposit or letter of credit related thereto may be renewed as required by the Vendor, failing which the Vendor shall be entitled to proceed to draw upon any such performance deposit or Damage Deposit.

- (b) Any taxes payable by the Purchaser to the Vendor pursuant to Articles 2 and 48 hereof.
4. In the event that the Purchaser defaults in payment of any monies due hereunder, including, without limitation, monies due but unpaid pursuant to Article 2, interest on such monies shall be payable at a rate of 5 percent over the prime lending rate as determined by the HSBC Bank Canada in the City of Calgary in the Province of Alberta (said prime lending rate as referred to aforesaid, shall be the rate determined and announced by the HSBC Bank Canada from time to time and shall hereinafter be referred to as the "Prime Rate") until the unconditional payment of the total relevant outstanding amount(s) has been made.
5. As security for payment of the balance of the Purchase Price owed to the Vendor hereunder in relation to any of the Lots and any other monies which may become due to be paid by the Purchaser to the Vendor pursuant to this Agreement, the Purchaser hereby irrevocably and unconditional assigns to the Vendor all mortgage proceeds as secured by the subject Lot(s). The said assignment shall not constitute payment of the said Purchase Price for the subject Lot(s) nor the other monies, and the Purchaser shall continue to be liable for payment of the same. If the Purchaser wishes to pay the balance of the Purchase Price for any of the Lots out of the proceeds of a new mortgage loan, then the Vendor may waive the requirement that the full Purchase Price for the subject Lot(s) be paid prior to the delivery of the Transfer of Land for the subject Lot(s), but the Vendor's solicitor shall be entitled to impose reasonable trust conditions regarding the use of the Transfer of Land, including the Purchaser's payment of the Vendor's costs in filing a Vendor's Lien Caveat and including payment of a minimum cash difference (determined in the sole and absolute discretion of the Vendor) to secure the Vendor's cost in the event of a required reconveyance of the subject Lot(s) back to the Vendor.
6. The Purchaser acknowledges and agrees that arrangements for the development of Stage 2A may not be completed at the date hereof and the completion of such arrangements is a condition precedent to the obligation of the Vendor to sell the Lands to the Purchaser, and all amounts paid by the Purchaser to the Vendor pursuant to the terms hereof are paid on the understanding that if this condition precedent is not met within such period of time as shall be stipulated by the Vendor (the waiver or the satisfaction of such condition precedent and the applicable period of time to be at the Vendor's sole and absolute discretion), all such amounts shall be refunded by the Vendor, subject to the Purchaser restoring the Lands to their condition as at the date of execution of this Agreement, and subject to the discharge of all encumbrances, liens, or interests registered against the Lands by the Purchaser or in

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respect of its interest in the Lands by the Purchaser, whereupon the Agreement constituted hereby shall be void *ab initio* and of no further effect whatsoever and the Vendor shall have no further liability or obligation to the Purchaser hereunder.

7. Subject to Article 6 of this Agreement, the Vendor agrees to grant possession and provide a registrable transfer of the Lands, or of a Lot which is the subject of an early closing (the "Transfer of Land"), subject to the Purchaser first having provided the Vendor with:
- (a) unconditional payment of the Purchase Price, or in the case of a Lot subject to an early closing, such portion of the Purchase Price as is applicable to such Lot, together with interest and other adjustments all as contemplated by the terms of this Agreement; and
 - (b) if required by the Vendor in its sole and absolute discretion, a Damage Deposit in accordance with Article 18 hereof.

The Purchaser shall bear all costs relating to the registration of the Transfer of Land and the transfer of title to the Lands (or the Lot(s) as applicable).

8. Title to the Lands shall be free and clear of all restrictions, charges and encumbrances except for:
- (a) the terms of the Architectural Guidelines described in Article 17 of this Agreement, which may be registered by way of Restrictive Covenant;
 - (b) the conditions, reservations and exceptions contained in the original grant from the Crown and in the Vendor's existing Certificates of Title for the Lands;
 - (c) such building schemes, restrictive covenants, caveats, encumbrances, rights of way or easements, which may be registered pursuant to, or arising out of, the Vendor's Development Agreement (herein referred to as the "Development Agreement") with the City of Edmonton, relating to the Hawks Ridge at Big Lake Subdivision containing the Lands, or pursuant to any land use bylaws, or registered by the Vendor with respect to its rights under this Agreement;
 - (d) such further restrictive covenants, caveats, rights of way or easements as may be related to the Lands with respect to sour gas wells and set back requirements relating thereto, airport or flight path restrictions or regulations, or as may be reasonably necessary, in the opinion of the Vendor, for access, drainage or to install utilities and services, or in respect of mailboxes, fire hydrants, electrical transformers, cable T.V. boxes, telephone boxes or street lighting or which are or were incidental to the subdivision or development of the Hawks Ridge at Big Lake Subdivision within which the Lands are located;
 - (e) such encumbrances and rent charges in favour of any utility provider in connection with the services to be provided by it in connection with the Lands;
 - (f) such financial charges or encumbrances which may be registered against the interest of the Vendor in the Lands with the Vendor's consent and which the

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Vendor undertakes to discharge from the Title to the Lands within a reasonable period of time from the closing;

- (g) any charges and encumbrances created by, or through, the Purchaser; and
 - (h) encumbrances implied pursuant to Section 61 of the *Land Titles Act of Alberta*.
9. Taxes, rates, insurance, and all matters of usual adjustment shall be adjusted between the Vendor and the Purchaser as at the date that the plan of subdivision with reference to Stage 2A. In the event that the Vendor is required or desires to obtain a clear municipal tax certificate, the Purchaser hereby indemnifies the Vendor against all costs, charges, and expenses incurred by the Vendor with respect to obtaining such tax certificate including payment of such taxes and such sum or sums shall be paid by the Purchaser to the Vendor within thirty (30) days from the date the Vendor advises the Purchaser that said payment has been made.
10. At any time at which the Vendor is the owner of the Lands or has a right or option to purchase the Lands, the Purchaser covenants and agrees that it will not permit any Builders' Lien in respect of work done or materials or services supplied at the request of the Purchaser or any of its contractors or subcontractors or anyone thereunder, to be filed against title to any lands within the Hawks Ridge at Big Lake Subdivision or against the title to the Lands, nor at any time allow any such Builders' Lien to remain on any such title for more than 30 days following any such Builders' Lien being registered. The Purchaser agrees to indemnify and save harmless the Vendor from all losses, costs (including legal costs on a solicitor and his own client bases), charges and expenses which the Vendor may suffer as a result of a breach of this provision.
11. Within thirty (30) days from the substantial completion (as determined by the Vendor in its sole and absolute discretion) of the paving of those roadways located in Stage 2A which are immediately adjacent to the Lot(s) the Purchaser acknowledges that it or its agent shall inspect the Lands and that it is agreed that the Purchaser shall make no objection nor claim any compensation thereafter because of an error or description as to quantity of measurement or otherwise if any shall be subsequently found. Should the Purchaser fail to inspect the subject Lot(s) within the aforementioned period it shall be deemed that the Purchaser shall take the subject Lot(s) on an 'as is' basis and hereby releases the Vendor from any and all liability arising from or out of an error or description as to quantity of measurement or otherwise if any shall be subsequently found.
12. The Purchaser shall grade that portion of the Lands abutting any reserve lands, streets, lanes, walkways, parks and other land or lands subject to easements for drainage and walkways purposes at a maximum slope of 3:1 or otherwise comply with the grade plan or direction (including construction of retaining walls) approved by the engineer of or designated by the City of Edmonton, or if such a slope plan or direction has not been approved, the Purchaser shall grade the Lands as directed by the Vendor or its engineering advisor. In the event that the Purchaser does not comply with this provision, the Vendor shall be entitled to carry out the obligations of the Purchaser hereunder and the Purchaser shall pay to the Vendor forthwith on receipt of invoices therefore the costs of all such grading which the Vendor shall carry out, or any retaining wall which the Vendor shall construct in lieu thereof, and any other action or work taken by the Vendor to remedy any default of the Purchaser in carrying out the plan or direction of such engineer, and which

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grading, construction or action of the Vendor shall be done or taken in the exercise of the reasonable discretion of the Vendor in order to comply with such plan or direction, or to satisfy any other obligation arising from such plan or direction. The Purchaser hereby grants to the Vendor an irrevocable license from the date hereof until such date as the City of Edmonton has issued the final acceptance certificates in respect of the subdivision in which the Lands are located, to enter upon the Lands for the purposes of performing any work which may be required by the City of Edmonton for the issuance of such certificates, and, in particular, to cause the grading and further drainage of Lands, including any drainage sewers to comply with the requirements of the City of Edmonton.

13. The Purchaser shall take good care of each public utility, improvement, road and sidewalk that is located in the subdivision in which the Lands are located. The Purchaser shall be responsible and agrees to indemnify and save harmless and hereby indemnifies and saves harmless the Vendor for the cost of locating and replacing or repairing damage occasioned to any tree, water line, storm sewer, sanitary sewer, grades, curb, sidewalk, hydrant, water valve, storm sewer connection, sanitary sewer connection, electric cable, transformer, telephone line, cable television line and other services related to the Lands, and for repairing, refilling, removing and re-grading any road where the road has been damaged or where earth or any other foreign matter has been deposited on a road in the subdivision if, in the opinion of the Vendor (acting reasonably), such cost has been incurred by reason of any action or negligence of the Purchaser or any person or persons for whom the Purchaser is responsible. The Purchaser shall also indemnify and hereby agrees to indemnify the Vendor against the costs of all repairs which the Vendor shall be required to make in order to obtain any intermediate approval, final approval, or acceptance of any utilities and services by the local authority in which the Lands are located, or its authorized agent. In the event that the Vendor is unable to determine the party causing any of the damage referenced above, the Purchaser agrees that the Vendor may assess the cost of such repairs amongst those parties building residential building(s) in the subdivision in such percentages as the Vendor may reasonably determine.
14. The Purchaser acknowledges and agrees that it is the prime contractor within the meaning of the *Occupational Health and Safety Act* (Alberta) and the Purchaser undertakes to carry out the duties and responsibilities of the prime contractor with respect to all work performed on the Lands, and as far as it pertains to the building of a residential building(s) on any Lot(s), excluding work performed by contractors, consultants or utility companies on behalf of the Vendor. The Purchaser shall indemnify and hold harmless the Vendor from any liability for claims, damages or penalties, including legal fees on a solicitor and his own client basis, to defend any prosecutions or civil actions arising from the Purchaser's failure to comply with the duties, responsibilities and obligations of the prime contractor under the *Occupational Health and Safety Act* (Alberta) or any other relevant legislation.
15. The Purchaser shall indemnify and save the Vendor harmless from and against all claims, demands, proceedings, actions, damages, costs and expenses which may be made or brought or incurred against the Vendor howsoever or which the Vendor may sustain, incur, be put to or liable for, either directly or indirectly, by reason of construction or the performance of any other work on or in connection with the Lands by the Purchaser or any subsequent purchaser or any contractor, servant, agent or workman of the Purchaser or any subsequent purchaser or any other person or persons entering upon the Lands. It is further understood and agreed that the Vendor shall not be liable in respect of any claims, demands, actions or proceedings which may be made or brought against the Purchaser or any

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subsequent purchaser arising out of or in any way related to the Purchaser's or any subsequent purchasers' use or occupation of the Lands, inclusive of but not limited to the construction or performance of any work thereon. The Purchaser shall, upon demand, provide proof of public liability insurance in a form, substance and amount satisfactory to the Vendor.

16. The Vendor has or shall furnish all material and do all the work necessary to install those utilities and services required to be installed pursuant to the terms of any Development Agreement(s) entered into between the Vendor and the City of Edmonton, provided that the Vendor shall not be responsible or liable in any manner for delays in completion, or failure to complete the furnishing of any materials or the doing of any work provided for in this Article due to shortages of material or labour, strikes, or any other cause beyond the control of the Vendor.
17. The Vendor consents to allow the Purchaser to commence construction on any given Lot(s) prior to the completion of the purchase of the given Lot(s) provided that:
 - (a) the Purchaser shall construct any residential building or other building or fence, screen, retaining wall, erection or other improvement of any kind on the Lands strictly in accordance with the development guidelines issued by the Vendor (which development guidelines shall hereinafter be referred to as the "Architectural Guidelines");
 - (b) the Purchaser shall not apply for a building permit for the construction of a residential building on any given Lot(s) until a plan indicating the site of the residential building, grade elevation and exterior appearance including finishing and color, and landscaping details has been approved in writing by the Vendor in accordance with the Architectural Guidelines, provided that the Vendor shall have no responsibility or liability by reason of its approval of such plan. The Vendor shall be entitled to withhold the Transfer of Land for a given Lot(s) until such plan is approved by the Vendor and construction of such residential building or other building on such Lot(s) has been commenced and carried forward to a point that the Vendor is reasonably assured that the residential building shall be in conformity with such approved plan;
 - (c) the Purchaser shall indemnify and save the Vendor harmless from and against all claims, demands, proceedings, actions, damages, costs and expenses which may be made or brought or incurred against the Vendor howsoever or which the Vendor may sustain, incur, be put to or liable for, either directly or indirectly, by reason of construction or the performance of any other work or activity on or in connection with the given Lot(s) by the Purchaser or any contractor, servant, agent or workman of the Purchaser or any other person or persons entering upon the aforementioned Lot(s). For greater certainty, the foregoing indemnification shall cover any insurance related issues relating to the Lands or any adjacent property owned by the Vendor, including any increased costs as a result of the construction/activity. The Purchaser shall carry adequate insurance coverage (satisfactory to the Vendor, acting reasonably) in relation to the construction/activity contemplated in this provision and such insurance shall name the Vendor as a named insured party. The Purchaser shall ensure any party carrying out such construction/activity on its behalf also carries such adequate insurance

coverage. The Purchaser shall, upon demand, provide proof of the foregoing insurance in a form, substance and amount satisfactory to the Vendor;

- (d) the Purchaser shall in accordance with Article 10 not permit any Builders' Lien(s) in respect of work done or materials or services supplied at the request of the Purchaser or any of its contractors or subcontractors or anyone thereunder, to be filed against title to any lands within the Hawks Ridge at Big Lake Subdivision or against the title to the Lands, nor at any time allow any such Builders' Lien(s) to remain on any such title for more than 30 days following any such Builders' Lien(s) being registered. The Purchaser agrees to indemnify and save harmless the Vendor from all losses, costs (including legal costs on a solicitor and his own client bases), charges and expenses which the Vendor may suffer as a result of a breach of this provision; and
 - (e) the Purchaser shall at the Purchaser's sole cost and expense, water and cut grass and remove snow from walkways on the given Lot(s) and to carry out maintenance and housekeeping on a regular basis so as to maintain a clean and attractive appearance for the given Lot(s).
18. On the earlier of: the time the plan of the residential building(s) or other building, or fence, screen, retaining wall, erection or other improvement of any kind on the Lands is submitted by the Purchaser to the Vendor for approval pursuant to Article 17 hereof, or; the issuance of title for the relevant Lot(s), the Purchaser shall pay to the Vendor the Damage Deposit as security for the due performance of the obligations of the Purchaser under Articles 12, 13, 17, 19 and 29 hereof. The Vendor shall refund such payment to the Purchaser (but not to any transferee or assignee of the Purchaser) after the due performance of such obligations and on written application therefore within ninety (90) days following the first occupancy of the residential building constructed on the Lands or any Lot(s) and receipt of notice from the Purchaser, provided, however, that the Vendor shall be entitled to retain such sum in the event of failure by the Purchaser to apply for a refund hereunder within one (1) year from the date of such occupancy, or in the event any other amount is owed by the Purchaser to the Vendor hereunder or pursuant to any other agreement between the Purchaser and the Vendor. In the event that the Purchaser's obligations as set out in Articles 12, 13, 17, 19 and 29 hereof are not fulfilled, that portion (or all) of the Damage Deposit required to satisfy such obligation shall be forfeited to the Vendor and used by the Vendor to satisfy such obligations. Any sum paid by the Vendor (to satisfy the obligations of the Purchaser) in excess of the amount of the Damage Deposit shall be owed and paid by the Purchaser to the Vendor on demand, and the Purchaser hereby agrees and charges its interest in an amount equal to the excess of the Damage Deposit. The Purchaser further agrees that is interest in the Lands shall be subject to such charge until such sum is paid and that the Vendor in its sole and absolute discretion is entitled to register a caveat against the Lands in relation to such charge. For greater certainty the foregoing charge shall survive the closing date. Such sum shall be paid to the Vendor by the Purchaser within thirty (30) days following the date of demand for payment of same and if not paid within such period such excess sum shall bear interest at the rate set out herein.
19. At all times, inclusive of the period when construction is being conducted upon the Lands, the Purchaser agrees to keep the Lands in a neat and tidy condition. The Purchaser agrees to comply with all reasonable requests made by the Vendor in respect of the appearance of the Lands during construction. The Purchaser agrees that all supplies of bricks, lumber,

and other building materials shall be stored neatly on the Lands (but not stored on any right of way or easement registered on title to the Lands). In the event the Purchaser fails to keep the Lands in a neat and tidy condition, or does not comply with all reasonable requests of the Vendor in relation to same, the Purchaser grants to the Vendor the right to enter the Lands and to take all steps necessary in order to return the Lands to a neat and tidy condition and hereby indemnifies the Vendor against all costs, damages and expenses reasonably incurred by the Vendor in taking such steps.

20. The Purchaser acknowledges that it is the sole responsibility of the Purchaser to obtain any development or building permits necessary for the construction on the Lands or any Lot(s), including, without limitation, construction of the residential building(s).
21. The Purchaser and the Vendor acknowledge and agree that the Vendor and/or the City of Edmonton may require the placement of mail boxes, fire hydrants, electrical transformers, cable T.V. boxes, telephone boxes, street lighting or other construction or structures or erections to be placed upon or adjacent to the Lands. In furtherance of this Article, the Purchaser shall, on request by the Vendor, execute such further agreements or assurances and take such steps as may be required to give force and effect to this provision.
22. Without limiting the rights granted to the Vendor herein, the Purchaser shall be deemed to be in default in each and every of the following events or any combination thereof:
 - (a) upon default in payment of any monies owing under this Agreement; or
 - (b) in the event that:
 - i) the Purchaser, or its assignee, shall default in the due observance and performance of any obligation which the Purchaser has undertaken to the Vendor hereunder or under any other agreement between the Purchaser and the Vendor under which the Vendor has agreed to sell or option other lands to the Purchaser, or its assignees;
 - ii) the Purchaser becomes bankrupt or insolvent or makes a general assignment for the benefit of its creditors;
 - iii) a distress or execution by any process is levied or enforced upon the Lands by reason of any claim against the Purchaser;
 - iv) a claim for a builders' lien with respect to work performed or material supplied by or on behalf of the Purchaser is filed and is not discharged within thirty (30) days after the registration; or
 - v) the Purchaser, other than in accordance with Article 24, assigns this Agreement, or assigns the interest of the Purchaser in the Lands, or agrees to sell or otherwise dispose of the Lot(s) to any person, firm or corporation.
23. In the event of the default of the Purchaser as set out in Articles 22 (a) and (b) above, and the expiry of any period permitted in order to remedy same, the Vendor shall, without limiting its other remedies herein or at law or in equity, be entitled at its option to do any one or more of the following:

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- (a) declare the Purchaser's rights under this Agreement determined and at an end;
- (b) to retain the deposit monies paid to it by the Purchaser as liquidated damages and not as a penalty;
- (c) to retain any other sums paid to it by the Purchaser on account of its damages, losses and expenses incurred or suffered by it in excess of the deposit and associated with the Purchaser's default (including legal costs on a solicitor and his own client basis) or associated with any resale of the Lands;
- (d) to retain all improvements made on the Lands;
- (e) to proceed to sell the Lands; or
- (f) to take possession of the Lands and enjoy the same and remove the Purchaser therefrom.

In the event of a resale of the Lands by the Vendor, the Vendor shall account to the Purchaser for any proceeds of sale attributable to improvement upon the Lands constructed by the Purchaser, net of any damages, losses and expenses incurred or suffered by the Vendor in excess of the deposit and associated with the Purchaser's default (including legal costs on a solicitor and his own client basis) or associated with any resale of the Lands. Without limiting any of its other remedies, upon default by the Purchaser, the Vendor may perform or cause to be performed each or any obligation of the Purchaser hereunder, including correction of any work improperly performed or performed in breach of the Architectural Guidelines (as herein defined). In such event, any and all expenses resulting therefrom, including an administrative fee equal to 15% of the cost of such corrections to reimburse the Vendor for the cost of providing such services, shall be paid by the Purchaser forthwith upon demand and shall bear interest from the dates such expenses are incurred at the rate set out in Article 4 hereof until the Purchaser reimburses the Vendor for such expenses. The Purchaser charges its estate and interest in the Lands as security for the performance of all of the Purchaser's obligations under this Agreement.

24. The Purchaser may sell, transfer, assign or otherwise dispose of its entire interest in the Lands or a Lot to a person, firm or corporation after substantial completion of a residential building(s). Prior to the substantial completion of a residential building(s) the Purchaser may sell, transfer, assign or otherwise dispose of its entire interest in the Lands or a Lot to a person, firm or corporation who or which have the bona fide intention to construct a residential building(s) on the Lands (or applicable Lot(s)) provided that prior to any sale, transfer, assignment or other disposition the Purchaser:
- (a) obtains the written consent to such sale, transfer, assignment or other disposition from the Vendor, which consent shall be in the sole and absolute discretion of the Vendor;
 - (b) obtains and provides to the Vendor written confirmation that the party to whom which the Purchaser sells, assigns, transfers or otherwise disposes of this

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Agreement acknowledges and agrees to be bound by the terms of this Agreement as it applies to the applicable Lot(s); and

- (c) acknowledges that it shall not be released of its liability or responsibility for its obligations under this Agreement.

No agreement or relationship between the Purchaser and any assignee or any other person acquiring title or interest from or through the Purchaser shall preclude the Vendor from the right to transfer and convey the Lands to the Purchaser, unless such assignment is so approved by the Vendor, and this provision shall not in any way be affected or changed by the Vendor receiving payment of any portion of the Purchase Price from any assignee or other person.

25. The failure of the Vendor to enforce the strict performance of any agreement, condition or provision herein contained shall not of itself constitute a waiver of or abrogate such agreement, condition or provision nor shall any waiver of any such agreement, condition or provision be a waiver of any subsequent breach of the same, or any other agreement, condition or provision.
26. The Purchaser acknowledges that it has been informed by the Vendor that certain of the Lots are situated on fill and may require added caution in foundation design and construction, and the Purchaser hereby acknowledges and agrees that the Vendor shall have no responsibility and hereby releases the Vendor from any and all liability arising from or in respect of any settlement which may occur on such Lots within such subdivision or otherwise arising out of the condition of the soil on the Lands.
27. The Purchaser acknowledges that it has been informed by the Vendor that on those Lots which are located on a street having a separate sidewalk, the Purchaser is required to construct at its sole cost, with reference to Lots with a front garage, a concrete apron between the curb and the separate sidewalk at the time of construction of the residential building.
28. The Purchaser acknowledges that it has been informed by the Vendor that on those lands which are located on a street having a separate sidewalk, the Purchaser at its sole cost is responsible for landscaping the boulevard between the separate sidewalk and the back of the curb as part of the front yard landscaping.
29. The Purchaser covenants and agrees to keep the Lands free of weeds. The Purchaser further acknowledges that if it breaches its covenants herein, title to the Lands, which will remain in the name of the Vendor during the term of this Agreement until title is transferred to the Purchaser or a third party, may be subject to a weed control notice filed by the City of Edmonton or relevant municipality. In such event, the Purchaser covenants and agrees to forthwith (and in any event not beyond the applicable deadline noted in such notice) remove the weeds and do all such acts and pay all such costs reasonably necessary in removing the weed control notice from the title to the Lands and in any event not beyond the date on the weed control notice. In the event the Purchaser does not remove the weeds such that the weed control notice is not removed from the Lands, the Purchaser grants to the Vendor the right to control weeds and to take all steps necessary in order to have the weed control notice removed from title to the Lands and hereby indemnifies the Vendor

against all costs, damages and expenses reasonably incurred by the Vendor in doing such act.

30. The Purchaser covenants and agrees with the Vendor that upon the full execution of this Agreement that the Purchaser shall, in accordance with Article 17, diligently proceed with construction of a show home on each of the Lots, and to complete the construction of all such show homes on or before the Opening Date as specified in Article 1(b) hereof. If the Purchaser has not, in accordance with Article 17 of this Agreement, completed construction of the said show homes on each of the Lots by the Opening Date, or if the Purchaser intends to sell, transfer, assign or otherwise dispose of its interest in the Lands prior to the completion of construction as referenced aforesaid, in consideration of the respective covenants and agreements set out herein, the Vendor is hereby granted an irrevocable option (the "Option") for a period of ninety (90) days following the Opening Date, to repurchase the Lands and all improvements thereon at a purchase price (the "Option Purchase Price") equal to Eighty Five (85%) Percent of the Purchase Price payable hereunder for the Lands only, exclusive of any payment for improvements, less any interest or other sums which may have accrued hereunder but be unpaid by the Purchaser and less any balance owing for any mortgage or other lien, claim, charge or encumbrance on the property being repurchased with tax adjustments to the date of closing of the repurchase. The date of closing (the "Option Closing Date") shall be determined by the Vendor and shall be a date within thirty (30) days from the date the Option, as referenced aforesaid, is exercised by the Vendor. Prior to the Option Closing Date as determined by the Vendor, the Purchaser shall have its lawyer deliver to the Vendor's lawyer the necessary conveyancing documents which may include but are not limited to the transfer of title, discharges of Caveats, discharges of Builders' Liens under reasonable trust conditions and against the payment of the Option Purchase Price to the Purchaser's lawyer. The Purchaser shall deliver vacant possession of the Lands to the Vendor at noon on the Option Closing Date. Notwithstanding anything to the contrary contained herein, in the event that any improvements constructed on a subject Lot(s) can be used to complete construction of the residential building, as determined in the sole and absolute discretion of the Vendor, the reasonable (as determined by the Vendor in its sole and absolute discretion) actual out of pocket costs of any such improvements shall be added to the Purchase Price for the applicable Lot(s).
31. (a) The Purchaser covenants with and represents and warrants to and in favour of the Vendor that:
- i) it shall not allow any Hazardous Materials, as defined below, to be placed, held, located or disposed of on, under or at the Lands; and
 - ii) it shall not allow the Lands to be utilized in any manner in contravention of any applicable laws intended to protect the environment, including, without limitation, laws respecting the disposal and emission of Hazardous Materials.
- (b) The Purchaser hereby indemnifies and saves harmless the Vendor and its successors and assigns from and against any and all losses, liabilities, damages, costs and expenses of any kind whatsoever, including, without limitation:

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- i) the costs of defending, counterclaiming or claiming against third parties in respect of any action or matter including legal fees, costs and disbursements on a solicitor and his own client basis and at all court levels;
- ii) any cost, liability or damage arising out of a settlement of any action entered into by the Vendor, with or without the consent of the Purchaser; and
- iii) the cost of repair, clean up or restoration paid by the Vendor and any fines levied against the Vendor, which at any time or from time to time may be paid, incurred or asserted against the Vendor as a direct or indirect result of the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release, of Hazardous Materials from the Lands either into the atmosphere or into any water or on to any land.

Such indemnification shall survive the satisfaction, release or enforcement of this Agreement and the payment of the Purchase Price for the Lands.

- (c) For the purposes of this Agreement, "Hazardous Materials" means any hazardous substance or any pollutant or contaminant, toxic or dangerous waste, substance or material.

32. Upon execution of this Agreement or at any time thereafter, the Vendor may, at its option, register a caveat to protect its rights hereunder but nothing in this Agreement shall impose any duty or responsibility upon the Vendor to file such a caveat. The Vendor is entitled to maintain its registered caveat on title to the Lands until such time as the full Purchase Price is paid and the Purchaser's obligations hereunder are completed.
33. Until such time as the Purchaser makes all payments required to be made under this Agreement and performs all terms and conditions herein contained, the Purchaser shall not, without the written consent of the Vendor first had and obtained, cause, suffer or permit any lien, charge, claim, instrument or encumbrance to appear or remain upon the title to the Lands and the Purchaser shall indemnify and save harmless the Vendor and its successors and assigns from and against any and all liability, costs, loss, claims or expenses which the Vendor may suffer or incur as a result of the default of the Purchaser in respect of the provisions hereof.
34. The Purchaser agrees to comply with the provisions of federal, provincial and municipal law; and the Purchaser shall comply with the provisions of each restrictive covenant and easement registered on title to the Lands.
35. The provisions of this Agreement shall not merge on the registration of the transfer of title to the Lands but shall survive the registration of the transfer of title for a period of six (6) years. If within six (6) years after the date of registration of the transfer of title to the Lands to the Purchaser, the Vendor shall be required by a government authority or bonding company to effect any corrective measure with respect to the subdivision containing the Lands or the Lands themselves, then the Vendor has the right, but not the obligation, at the sole cost and expense of the Purchaser, within that six (6) year period to enter the Lands for the purpose of effecting such corrective measure without being deemed to have committed a trespass, and the Vendor shall be entitled to access to any portion of the Lands

at all times for any such purpose. After completion of a corrective measure, the Vendor shall immediately use reasonable efforts to restore the Lands to the condition of the Lands immediately prior to the corrective measure (except any changes(s) to the Lands not related to such corrective measure).

36. This Agreement shall be binding upon and shall enure to the benefit of the parties hereto and their respective successors and permitted assigns, and where the singular is used the same shall be construed as meaning the plural or in the feminine and masculine where the context so requires.
37. The Purchaser covenants and agrees that any sale, transfer, assignment or other disposition of the Lands shall be made strictly in accordance with the terms of this Agreement. In the event of any such assignment or transfer unto a subsequent purchaser, the Purchaser covenants and agrees that all terms, covenants and conditions of this Agreement shall be included as a legal and binding obligation of any subsequent purchaser, assignee or transferee and the Purchaser agrees to indemnify and save harmless and hereby indemnifies and saves harmless the Vendor, its successors and assigns from and against any and all liability, costs, loss, claims or expenses and charges of and incidental thereto with reference to any such term, covenant or condition which is not fully complied with and satisfied by the Purchaser in accordance with the terms of this Agreement.
38. If at the time this Agreement is signed, separate title for each of the Lots have not yet been created through subdivision, then the parties acknowledge that this Agreement is conditional upon the Vendor obtaining the necessary consents and approvals on or before the first anniversary of the date of this Agreement, to permit registration of the plan of subdivision so as to create a separate title for each of the Lots. The Vendor undertakes to use its commercially reasonable efforts to obtain subdivision of that portion of the lands containing the Lands (at its expense) in accordance with the tentative plan of subdivision provided by the Vendor to the Purchaser. The Purchaser acknowledges and agrees that there may be significant variations made to the tentative plan of subdivision and the Purchaser shall nevertheless complete the purchase of the Lands without any readjustments in the Purchase Price so long as there has not been any material change in the location, area and frontage of the subject Lots. In the event the plan of subdivision has not been registered on or before the first anniversary of the date of this Agreement, then this Agreement shall be void *ab initio* and all monies paid by the Purchaser to the Vendor shall be returned and possession of the Lands shall be returned to the Vendor and neither party shall be liable to the other for any costs or damages. The Purchaser further acknowledges that it is aware of the provisions of Section 94 of the *Land Titles Act of Alberta*, as the same may be amended from time to time, and the Purchaser hereby expressly and unconditionally waives any rights vested in it to declare or seek to have this Agreement declared void *ab initio*. The Vendor (at its sole and absolute discretion) may extend, modify or redivide the plan of subdivision or any lands therein to provide for additional or fewer lots, and the Purchaser will agree to any steps or proceedings the Vendor may require in relation to such steps.
39. The Purchaser acknowledges and agrees that there are no representations, warranties, or collateral agreements which exist with reference to the Lands, other than as set out in writing in the Agreement herein. Any variations or amendments shall be set out in writing by the Vendor and the Purchaser.

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40. Time shall be of the essence in the Agreement.
41. Each payment required or contemplated by this contract shall be in Canadian Dollars and each payment shall be by bank draft from a Canadian Chartered Bank or by Solicitor's Trust Cheque, as determined by the Vendor.
42. This Agreement shall be subject to and interpreted in accordance with the laws of the Province of Alberta.
43. The Purchaser has agreed to purchase the Lands subject to existing zoning.
44. The Purchaser acknowledges that there are no real estate commissions payable by the Vendor and any such commissions, if payable at all, shall be paid by the Purchaser.
45. The Vendor represents to the Purchaser that it is not a nonresident of Canada within the meaning of Section 116 of the *Income Tax Act*.
46. Any signs or signage placed upon or relating to the Lands or any improvements thereon shall first be approved by the Vendor in writing prior to their placement.
47. In the event a court of ultimate competent jurisdiction were to determine that any Article or Articles herein contained in this Agreement is/are invalid or unenforceable, this Agreement shall remain in full force and effect with the exclusion only of such Article or Articles.
48. The Purchaser covenants and agrees to pay any additional sales, consumption, value added or goods and services taxes (in addition to the G.S.T. referenced in Article 2 hereof) which are or may be imposed by any governmental authority as a consequence of reassessment or otherwise with respect to the sale and purchase hereunder. If the Vendor is required to collect any such taxes from the Purchaser, the Purchaser shall pay such taxes to the Vendor at the same time as the balance of the Purchase Price is paid or when a reassessment is issued, as the case may be.
49. All notices to be given pursuant to the terms of this Agreement shall be delivered to the Vendor or the Purchaser (as applicable) at the addresses as set out herein with copies to their respective solicitors.

To the Vendor at: Walton Big Lake Development Corporation
Floor 23, 605 – 5th Avenue S.W.
Calgary, Alberta T2P 3H5
Fax: 403-750 3333
Email: kmilne@walton.com

with a copy to: Rogers & Company
Barristers & Solicitors
200, 815 – 10th Avenue S.W.
Calgary, Alberta T2R 0B4
Attention: Brian Rogers, Q.C.

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Fax: (403) 263-6800

Email: brian.rogers@rogcolaw.com

To the Purchaser at: Reidbuilt Homes Ltd.
18140 – 108 Avenue
Edmonton, Alberta T5S 1K5
Attention: President
Fax: _____
Email: _____

In the event of delivery by hand, facsimile transmission or electronic mail, the notice shall be deemed to have been received on the date of such delivery if on a business day, and if not, on the next business day thereafter. In the event of mailing, notice shall be deemed received on the third (3rd) business day thereafter, excepting in the event of threatened or prolonged postal dispute, in which event notices must be delivered. Either party may, upon written notice to the other, change its address for notice from time to time.

50. The Purchaser acknowledges and agrees that the Vendor may assign its interest in this Agreement to any related body corporate or limited partnership.
51. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, and such counterparts together shall constitute one and the same agreement. For the purposes of this Section, the delivery of a facsimile copy or electronic copy of an executed counterpart of this Agreement shall be deemed to be valid execution and delivery of this Agreement.
52. In the event of any dispute between the Vendor and the Purchaser with respect to the interpretation of any terms of this Agreement or any other matter to which both parties consent to arbitration, it being understood and agreed by the parties that disputes as to any payment obligations of the Purchaser shall not be the subject of arbitration under this Article 52, such dispute may be determined by arbitration by a sole arbitrator, appointed in the following manner:
- a) the Vendor and the Purchaser may appoint an arbitrator jointly agreed upon between them, within 7 days of any party notifying the other party that it wishes to determine a matter by arbitration;
 - b) if the Vendor and the Purchaser do not jointly appoint an arbitrator within the time limit under the preceding Article 52(a), then either party may apply to a Judge of the Court of Queen's Bench of Alberta to appoint an arbitrator;
 - c) the appointment of an arbitrator, except one appointed by a Judge as herein provided, shall be in writing;

- d) the arbitrator shall have the power to obtain the assistance, advice or opinion of such engineer, architect, surveyor, appraiser, evaluator, or other expert as it may think fit and shall have the discretion to act upon any assistance, advice or opinion so obtained;
- e) the arbitration award may include an award of costs and of interest and, notwithstanding the provisions of the *Arbitration Act (Alberta)*, the amount of costs shall not be limited to the scale of rates provided in the *Arbitration Act (Alberta)*;
- f) each of the parties will do all acts and things and execute all deeds and instruments necessary to give effect to any award made upon any such arbitration;
- g) any arbitrator appointed hereunder shall be independent from any of the parties to this Agreement;
- h) except as otherwise provided herein, such arbitration shall be conducted in accordance with the provisions of the *Arbitration Act (Alberta)*; and
- i) subject to Article 52(c) all charges, fees and expenses of the Arbitrator shall be borne and paid equally by the parties.

53. If the date for the making of any payment hereunder or the date for the doing of any act hereunder shall fall on a day other than a Saturday, Sunday or statutory holiday in the Province of Alberta ("Business Day"), such date shall be extended to the first Business Day following such day.

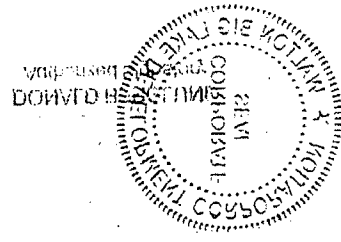
In Witness Whereof the Vendor and the Purchaser have executed this Agreement this 25 day of September, 2014.

WALTON BIG LAKE DEVELOPMENT L.P., by its General Partner, WALTON BIG LAKE DEVELOPMENT CORPORATION

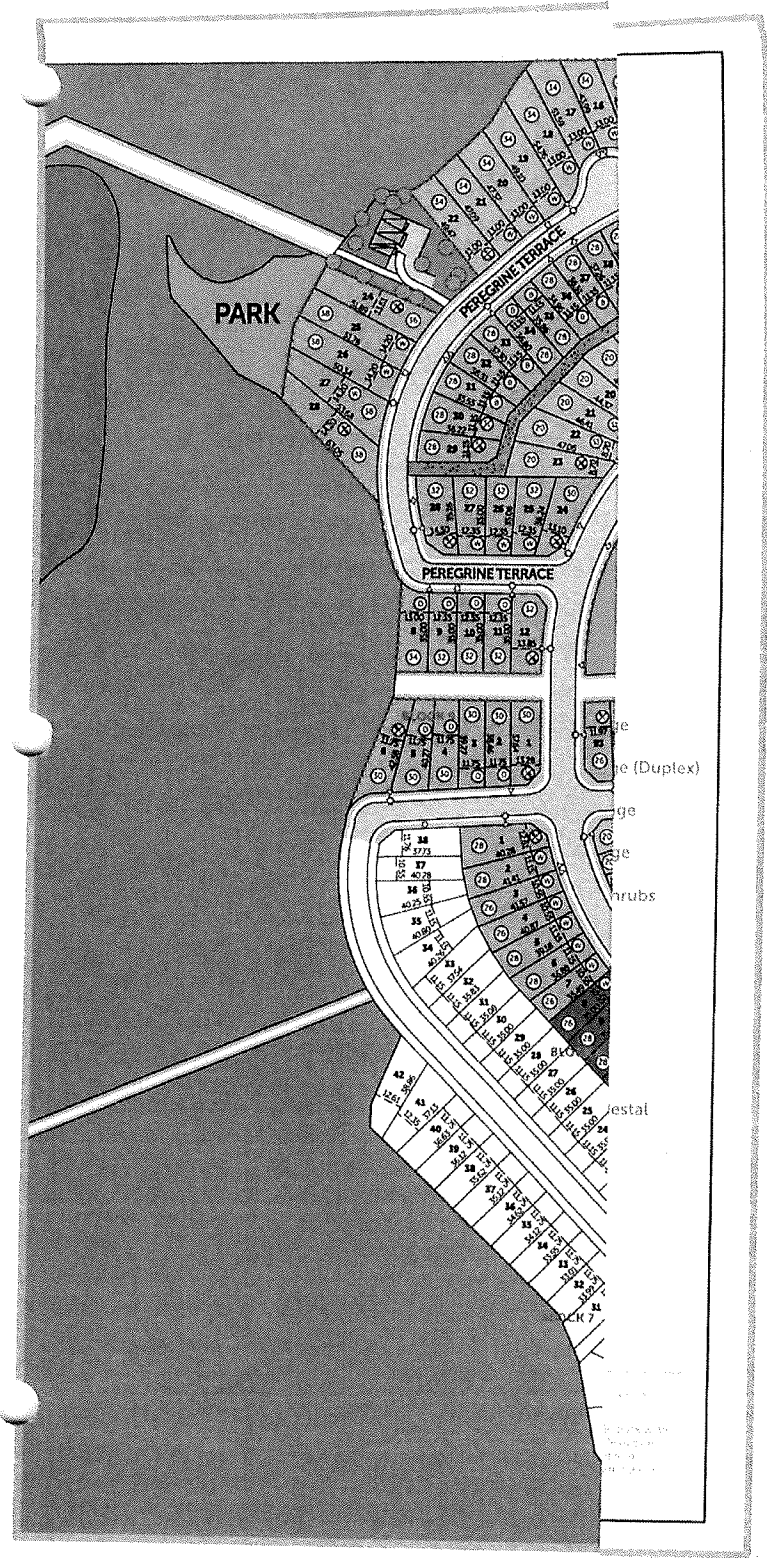
Per: _____
 Per: _____ **DONALD BERGLUND**
 Authorized Signatory (c/s)

REIDBUILT HOMES LTD.

Per: _____
 Per: _____ (c/s)



50114



STAGE 2A

Walton™
 APPRECIATE THE LAND

Schedule B: Hawks Ridge Stage 2A RSL SHOWHOME

ReidBuilt

BLOCK	LOT	HOUSE POCKET	TYPE	FRONTAGE (m)	FRONTAGE (ft)	S/FF	LOT PRICE	COMMENTS
8	11	28	RSL	11.15	36.58	\$4,950	\$181,078	Collector frontage, west back yard
							\$ 181,078	TOTAL

THIS AGREEMENT made this 31ST day of JULY, A.D. 2017

BETWEEN: **WESTMERE COMMUNITIES INC.**
#900, 10310 Jasper Avenue
Edmonton, Alberta
T5J 1Y8

(hereinafter called "the Vendor")

OF THE FIRST PART,

and

1679775 ALBERTA LTD. cob as "ReidBUILT Homes"
2041 -- 41 Avenue NE
Calgary, Alberta
T2E 6P2

(hereinafter called "the Purchaser")

OF THE SECOND PART.

Lot 61 & 73, Block 42, Plan 151 3280

WHEREAS the Vendor is the owner of lands within a subdivision known as **WESTMERE 25A** within the corporate boundaries of the **CITY of CHESTERMERE**, (hereinafter called "the Subdivision");

AND WHEREAS the Purchaser desires to purchase from the Vendor lot(s) within the Subdivision.

1. NOW THEREFORE it is agreed that in consideration of the promises herein contained and the payments to be made by the Purchaser the strict performance of each and every covenant, condition and stipulation as well as the making by the Purchaser of the payments being hereby expressly declared conditions precedent and of the essence of this Agreement, the Vendor agrees to sell and the Purchaser agrees to purchase the lot (s) in the Subdivision described in the Schedule attached marked Schedule "A" to this Agreement (hereinafter called "the said lands") at and for the Purchase Price of **\$361,800.00**.

\$361,800.00 purchase price payable as follows:

\$ 72,360.00 deposit upon the execution of this Agreement (the receipt whereof the Vendor both hereby admit and acknowledge);

\$289,440.00 balance in accordance with the payment Schedules on the attached Schedule "A".

2. The Purchaser agrees to pay to the Vendor the Purchase Price in the manner and on the days and times above mentioned and in addition to pay interest on all that part of the Purchase Price to be paid in accordance with Paragraph 1 from time to time remaining unpaid at the rate of **2%** plus Prime Interest Rate at CIBC, Main Branch, Edmonton, Alberta (interest rate) to be computed from the Interest Adjustment Date and to be payable on the same days as the principal of the purchase price until the full amount of the Purchase Price has been paid.

When used herein Prime Interest Rate means the prime commercial rate of interest per annum established or set by the main office in Edmonton, Alberta, of the Canadian Imperial Bank of Commerce (the "Bank") or any successor, by which loans in Canadian dollars are available at the Bank to its most preferred commercial customers. Prime Interest Rate applicable hereunder shall be adjusted on the first day of each calendar month.

3. In case default is made in the payment of any sum due for principal or interest as aforesaid, the Purchaser will pay compound interest at the rate of **12%** (arrear interest rate) on the sum in arrears, AND in that case the interest and compound interest are not paid before the expiration of 182 days from the day which the last instalment of principal is payable a rest shall be made and compound interest shall be paid upon the whole sum then remaining due and so on from time to time a rest being made every 182 days.

Purchaser hereby acknowledges that the rate of interest set out in 2. above is based on Purchaser complying with each and every provision hereof and that in the event Purchaser defaults hereunder, said rate of interest does not compensate Vendor for the increased risk hereunder nor the administrative time and efforts required to attend to dealing with said defaults, and that in such event the Purchaser agrees that the arrear interest rate is not a penalty but is commercially reasonable having regard to the facts that existed when this Agreement was entered, and is a genuine pre-estimate of damages the Vendor will suffer for its increased internal costs and risk and Purchaser agrees to pay same.

4. Subject to all of the terms and conditions herein being complied with, VACANT POSSESSION shall be given on the date of receipt of the Down Payment.

5. CLOSING DATE AND ADJUSTMENT DATE for all taxes, levies, charges, assessments shall be **JUNE 28, 2017**

5.1 INTEREST ADJUSTMENT DATE shall be **JUNE 28, 2018**

5.2 BALANCE OF PURCHASE PRICE shall be paid on or before **AUGUST 28, 2018**

6.0 IT IS FURTHER MUTUALLY AGREED AND COVENANTED BETWEEN THE PARTIES HERETO AND THEY AGREE WITH EACH OTHER AS FOLLOWS:

6.1 That the terms and conditions hereof and the terms and conditions contained in the Schedules attached hereto are the full and complete terms of this Agreement and that no alterations, modifications, or amendments of such terms and conditions may be made without first obtaining written consent of the parties hereto and that no representation, warranty or collateral agreement relating to the said lands or to any zoning, municipal permit or licence or condition affecting the said lands or any adjacent lands has been given or made other than is expressed herein in writing.

6.2 That upon the Purchaser making the payments herein agreed to be paid the Vendor covenants and agrees that it will convey and assure or cause to be conveyed and assured to the Purchaser by a good and sufficient transfer under the "Land Titles Act" and amendments thereto, the said lands and premises, together with the appurtenances belonging thereto but subject to the exceptions, conditions and reservation expressed in the original grant thereof from the Crown or expressed or implied in the existing Certificate of Title and subject to such encumbrances registered or to be registered against the title to the said lands in connection with the development of the subdivision including, without limitation, easements, utility rights of way, restrictive covenants, caveats, the Rent Charge Encumbrance referenced in Schedule "C" hereto, and a neighbourhood Entry Monument Sign Licence and Easement Agreement (if applicable) and subject further to such encumbrances, liens or charges as may have been made or suffered by the Purchaser and provided however that the Vendor may provide the Purchaser together with the transfer an undertaking from a barrister and solicitor in good standing in the Province of Alberta to discharge some or all of the non-permitted encumbrances which remain on title within a reasonable period of time after registration of the transfer and payment of the Purchase Price. Such transfer is to be prepared at the expense of the Vendor and registered at the expense of the Purchaser.

6.3 The Purchaser covenants, promises and agrees to and with the Vendor:

a) To pay the purchase price of the said lands together with interest at the times and in the manner hereinbefore set out;

b) That the Vendor may at its option declare the whole balance of the principal, interest and other sums due and accruing due hereunder at once due and payable in any of the following events, namely:

(i) If any instalment of principal or interest or any part thereof is in arrears or overdue and such default continues for thirty (30) days after notice thereof be given by the Vendor to the Purchaser; or

(ii) If the Purchaser or any one claiming under the Purchaser commits any act of waste upon the said lands and such default continues for fifteen (15) days after notice thereof is given by the Vendor to the Purchaser; or

(iii) If the Purchaser defaults in observing or performing any of the covenants and conditions on the part of the Purchaser to be observed, performed or complied with under the terms of this Agreement other than the payment of principal or interest or any part thereof and such default continues for thirty (30) days after notice thereof has been given by the Vendor to the Purchaser; or

(iv) If the Purchaser makes an assignment for the benefit of creditors or becomes bankrupt or permits any execution or similar process against the interest of the Purchaser hereunder to remain unsatisfied.

c) Notwithstanding any other rights or remedies that the Vendor may have or be entitled to enforce under this Agreement as a result of any default by the Purchaser in the payment of any sum herein agreed to be paid, or in the performance or observation of any of the covenants, agreements, conditions or provisions of this Agreement, if the Purchaser shall at any time make default in the payment of any sum herein agreed to be paid, or in the performance or observation of any of the covenants, agreements, conditions or provisions of this Agreement, and if such default continues for thirty (30) days after notice in writing thereof shall have been given to the Purchaser by or on behalf of the Vendor, then at the expiration of such thirty (30) days all rights and interests of the Purchaser hereby created or then existing shall thereupon forthwith cease and determine without any legal proceedings being taken or other act being performed by or on behalf of the Vendor and the said lands shall revert to and revest in the Vendor free from all claim or interest hereby created by the Purchaser or any person claiming by, through or under the Purchaser. The Vendor shall be entitled, in such case, without giving any notice or making any demand, to take possession of the said lands and to remove or cause to be removed the Purchaser therefrom. Such determination of this Agreement shall not operate as a penalty and that the Vendor shall be entitled to retain as liquidated damages all payments and improvements made by or on behalf of the Purchaser under this Agreement;

d) That any judgment obtained pursuant to the provisions of this Agreement shall not operate to merge the provisions hereof with respect to the payment of interest and notwithstanding such judgment, interest shall be payable at the rate hereinbefore set forth; and

e) Should a builder's lien be registered against the said lands or any part thereof then the Purchaser covenants and agrees to have the same discharged within thirty (30) days of the date of filing of the said builder's lien, provided however, that the Purchaser will not be required to discharge any such builder's lien so long as it shall in good faith contest the validity thereof if, so long as, in the sole discretion and opinion of the Vendor, there is no imminent danger that the said lands or any part thereof will be lost, forfeited or imperilled during the pendency of such contest and provided further that this covenant shall not apply to any lien arising through work contracted for by the Vendor.

6.4 The Vendor's title having been already examined and approved by the Purchaser is accepted by them without further investigations and the property having been inspected by them the description hereinbefore contained shall be deemed to be correct and no objections shall be made or compensation claimed on account of an error of description as to quantity or otherwise if any such be found.

6.5 The Purchaser agrees that the Vendor shall not be liable in damages or otherwise howsoever for delay in completing or failure to complete and install any of the services required by the municipal authority having jurisdiction if the delay or failure is due to any cause beyond the control of the Vendor including without limiting the generality of the foregoing, inclement weather, strikes, walk-outs, vis major, shortage of materials or acts of any enemies of the Government of Canada.

6.6 The Purchaser acknowledges that they are aware of and acquainted with the Plan of Subdivision and are aware of the zoning or planned zoning of the development area and surrounding lands.

6.7 The Purchaser covenants and agrees to maintain and protect certain works and public areas adjoining the said lands and to grade the said lands namely;

- a) The Purchaser agrees that if they undertake any excavation or construction work on the said lands herein agreed to be sold they will exercise all care and control of that work necessary to ensure that construction materials, including excavated materials, are confined within the limits of the said lands and do not spill over onto adjoining property or onto any public streets or lanes or other public lands and the Purchaser agrees that if at any time they are in breach of this covenant the Vendor may remove all such material from lands other than the said lands which for any reason become deposited on adjoining lands, public streets, or lanes, all at the expense of the Purchaser and the costs of so doing shall be paid by the Purchaser to the Vendor or its order forthwith upon demand;
- (b) The Purchaser acknowledges that the curb stop valve(s) or corporation valve(s) on the waterline to the said lands are, at the date of this Agreement with respect to each lot included in SCHEDULE "A" hereto, in good and satisfactory order and repair. (In the event that the curb stop valve(s) or corporation valve(s) on the waterline to the said lands are not installed at the date of this Agreement with respect to each lot included in SCHEDULE "A" hereto or to any of the lots therein described, then the Purchaser undertakes and agrees that they will, upon the installation ("the installation date") of the curb stop valve(s) or corporation valve(s) on the waterline to the said lands, immediately inspect the same and promptly notify the Vendor of any unsatisfactory condition or deficiency respecting same. Failure of the Purchaser to so notify the Vendor within one (1) week of the installation of the curb stop valve(s) or corporation valve(s) on the waterline to the said lands shall constitute acknowledgement by the Purchaser to the Vendor that the curb stop valve(s) or corporation valve(s) on the waterline to the said lands, as installed, are in good and satisfactory order and repair).

The Purchaser agrees and acknowledges that from the later of the date of this Agreement or the installation date, until the Security Deposit or a portion thereof becomes releasable by the Vendor to the Purchaser in accordance with SCHEDULE "B" hereto, the Purchaser shall be strictly responsible for the said curb stop valve(s) or corporation valve(s) on the waterline to the said lands and shall pay any and all costs of repairing, replacing or reconstructing same on account of damage which occurs during the said period.

- (c) The Purchaser acknowledges that the sidewalks, curbs and gutters adjacent to the said lands are, at the date of this Agreement with respect to each lot included in SCHEDULE "A" hereto, in good and satisfactory order and repair. (In the event that the sidewalks, curbs and gutters adjacent to the said lands are not installed at the date of this Agreement with respect to each lot included in SCHEDULE "A" hereto or to any of the lots therein described, then the Purchaser undertakes and agrees that they will, upon the installation ("the install date") of the sidewalks, curbs and gutters adjacent to the said lands, immediately inspect the same and promptly notify the Vendor of any unsatisfactory condition or deficiency respecting same. Failure of the Purchaser to so notify the Vendor within one (1) week of the installation of the sidewalks, curbs and gutters adjacent to the said lands shall constitute acknowledgement by the Purchaser to the Vendor that the sidewalks, curbs and gutters adjacent to the said lands, as installed, are in good and satisfactory order and repair).

The Purchaser agrees and acknowledges that from the later of the date of this Agreement or the install date, until the Security Deposit or a portion thereof becomes releasable by the Vendor to the Purchaser in accordance with SCHEDULE "B" hereto, the Purchaser shall be strictly responsible for the said sidewalks, curbs and gutters adjacent to the said lands and shall pay any and all costs of repairing, replacing or reconstructing same on account of damage which occurs during the said period.

- (d) The Purchaser covenants and agrees to grade the said lands and all of them in conformity with the drainage pattern established by the municipal authority having jurisdiction and to grade and place good quality topsoil on the boulevard lying between the property line of the said lands and the curb line or back of sidewalk as the case may be so that a finished grade covered with topsoil will extend from the property line of the said lands to the curb or back of sidewalk and the cost of so doing shall be borne by the Purchaser.

e) The Purchaser agrees to assume all responsibilities of maintaining and cleaning the lot at the Vacant Possession Date. Should the Vendor be required to access the lot for any reason such as to clean or maintain the lot, the Vendor shall have access to the lot and shall deduct the value of any necessary work from the Security Deposit.

6.8 The Purchaser acknowledges that any fencing installed on a property line common to a building lot adjacent to the said lands is not included in the purchase price. The Purchaser further acknowledges that any financial liability in respect of any such fence is the responsibility of the Purchaser.

6.9 The Purchaser acknowledges that all rights and obligations contained in this Agreement, including any and all SCHEDULES or amendments thereto, are severable from the said land itself and will not merge in the transfer of the said lands to them and will survive the closing of this Agreement to the intent that notwithstanding that they may have received title to part or all of the said lands, their covenants and agreements to pay those amounts or to do that work will survive and be enforceable against them.

6.10 The Purchaser acknowledges that they have inspected the lots and accept them in their existing condition at the date of this Agreement. The Vendor makes no representations or warranties with respect to subsoil or foundation conditions and it is the sole responsibility of the Purchaser to take appropriate steps to ensure adequate foundations for any buildings erected thereon. The Vendor will make available on request any reports or studies pertaining to this matter however it does not warrant, guarantee or make any representation with respect to the accuracy or conclusions of such reports.

6.11 The Purchaser shall indemnify and save harmless the Vendor from any and all losses, costs, damages, actions, causes of action, suits, claims and demands, resulting from anything done or omitted to be done by the Purchaser or his agents or contractors in pursuance or purported pursuance of activities in respect of this Agreement.

Without restricting the generality of the foregoing, the Purchaser acknowledges and agrees that it is the prime contractor within the meaning of the *Occupational Health and Safety Act (Alberta)* and the Purchaser undertakes to carry out the duties and responsibilities of the prime contractor, including doing everything reasonably practicable regarding occupational health and safety, with respect to all work performed on the lands. The Purchaser shall indemnify and hold harmless the Vendor from any liability for claims, damages or penalties, including legal fees on a solicitor and own client basis to defend any prosecutions or civil actions, arising from the Purchaser's failure to comply with the duties, responsibilities and obligation of the Purchaser as a prime contractor, employer or contractor under the *Occupational Health and Safety Act (Alberta)* or any other relevant legislation or at common law.

7. Any notice required to be given to the Purchaser under the terms of this Agreement may be given personally or in the absence of a postal strike or other interruption of postal service by prepaid registered mail and the same shall be deemed to have been delivered to the Purchaser three (3) days after the date the same is mailed at any Government Post Office in Canada and the address of the Purchaser for the giving of any notice required by this Agreement shall be as noted above.

- 8.
- a) If the time for the performance of any obligation or the giving of any notice hereunder expires on a Saturday, Sunday, or legal holiday, the time for performance or notice shall be extended to the next day which is not a Saturday, Sunday, or legal holiday.
 - b) Unless expressly stated otherwise herein, any period for the performance of any obligation or the giving of notice provided for herein shall expire at 4:30 p.m., Edmonton time, on the last day of such period.
 - c) In respect of any payments to be made into our office, any funds received after 1:00 p.m. will be deemed to have been received on the next banking day and interest will be payable accordingly.

9. It is agreed that the waiver by the Vendor of the strict performance of any covenant, condition or stipulation herein contained shall not of itself constitute a waiver of or abrogate such covenant, condition or stipulation, nor be a waiver of any subsequent breach of the same or any other covenant, condition or stipulation.

10. It is further agreed that time is to be considered the essence of this Agreement and also that in reading and construing this Agreement the word "Purchaser" or "Purchasers" and all words pending thereon or relating thereto shall be read and construed as in the plural instead of the singular number if there be more than one Purchaser names, and in each case, the covenants shall be deemed to bind the Purchaser severally as well as jointly; and the word "Vendor" and all words pending thereon or relating thereto shall if there be more than one Vendor named be read and construed in the plural instead of in the singular number and each of the powers given to and the covenants made with the Vendor shall be deemed to be given to and made with each of the Vendors alone as well as to or with them jointly; and also that the masculine gender shall include the feminine gender or a body corporate where the context or the parties hereto so require.

11. No assignment of this Agreement shall be valid unless the same shall be for the entire interest of the Purchaser and shall be approved and countersigned by the Vendor and no Agreement or conditions or relations between the Purchaser and their Assignees or any other person acquiring title or interest from or through the Purchaser shall preclude the Vendor from the right to convey the said lands to the Purchaser on the payment of the unpaid portion of the purchase money which may be due under this Agreement unless such assignment be approved and countersigned by the Vendor as aforesaid, and these conditions shall not in any way be affected or changed by the Vendor receiving payment of any portion of such purchase money from any Assignee not approved as aforesaid; and provided further that the terms and conditions herein contained shall constitute covenants running with the land binding upon the Purchaser, and the Vendor shall be entitled to file a Caveat against the said lands indicating its interest herein.

12. The Purchaser hereby represents and warrants to the Vendor that the Purchaser is registered under Subdivision "d" of the Excise Tax Act of Canada ("the Act") and that its G.S.T. registration number is **802 867 481**. By virtue of this representation and the corresponding provisions of the Act, the Purchaser covenants to assume the liability for G.S.T. accruing in respect of this transaction (**\$18,090.00**). The Purchaser further covenants that it shall complete and execute such forms, make such filings and reports, and do all other things that are necessary or required pursuant to the Act, all within the time limits prescribed in the Act.

13. Each of the parties hereto covenant and agree from time to time and at all times hereto to do and perform such acts and things and to execute all such deeds, documents and writings and to give all such further assurances with respect to the sale of the said lands herein contemplated as shall be reasonably required.

14. The covenants, provisos, powers and licenses herein expressed or implied shall be binding upon and enure to the benefit of and may be exercised or enjoyed by the parties hereto, the heirs, executors, administrators, successors and permitted assigns respectively.

15. SPECIAL CONDITIONS



- a) See Schedule "B" attached hereto

This Agreement may be executed in counterpart and may be delivered and accepted by facsimile, .pdf, or other form of electronic transmission, with a copy being of the full force and effect as an original.

WESTMERE COMMUNITIES INC.



1679775 ALBERTA LTD. cob as "ReidBullt Homes"

Per: 
Print Name: Condy Miller
Title: office manager
Per: 
Print Name: DAVE ABBEY
Title: SALES MANAGER

I/We have the Authority to bind the Company

SCHEDULE "A"

PURCHASER 1679775 ALBERTA LTD. cob as "ReidBuilt Homes"
SUBDIVISION NAME WESTMERE 25A
SUBDIVISION PLAN NUMBER 151 3280
CLOSING DATE JUNE 28, 2017
INTEREST ADJUSTMENT DATE JUNE 28, 2018
BALANCE DUE DATE AUGUST 28, 2018

INTEREST RATE 2% plus Prime Interest Rate at CIBC Main Branch, Edmonton, Alberta, adjusted on the 1st day of each month; until balance of Purchase Price has been paid.

ARREARS INTEREST RATE 12% compounded every 182 days after due date.

<u>LOT</u>	<u>BLOCK</u>	<u>PURCHASE PRICE</u>	<u>DEPOSIT</u>	<u>DOWN PAYMENT</u>	<u>BALANCE OF PURCHASE PRICE</u>
61	42	\$178,900.00	\$35,780.00	N/A	\$143,120.00
73	42	<u>\$182,900.00</u>	<u>\$36,580.00</u>	<u>N/A</u>	<u>\$146,320.00</u>
		\$361,800.00	\$72,360.00	N/A	\$289,440.00

SCHEDULE "B"

DEVELOPMENT GUIDELINES AND SECURITY DEPOSIT

THIS IS SCHEDULE "B" ATTACHED TO THE AGREEMENT FOR SALE

DATED: JULY 31, 2017

BETWEEN: WESTMERE COMMUNITIES INC., as Vendor

AND 1679775 ALBERTA LTD. cob as "ReidBuilt Homes", as Purchaser

and forming part of the Agreement For Sale (hereinafter the Agreement for Sale and this SCHEDULE "B", together with any other SCHEDULES attached to and similarly forming part of the Agreement for Sale, are collectively referred to as "the said Agreement").

1. As security for the performance of each of the covenants and conditions contained in the said Agreement, the Purchaser has provided to the Vendor (or will provide to Vendor upon the earlier of development guideline submission or transfer of title) a security deposit in the amount of **THIRTY THOUSAND (\$30,000.00) DOLLARS** per region (the "Security Deposit") in cash (or such other form of security suitable to the Vendor).

Upon completion of all such covenants and conditions in respect of any given building lot, the Purchaser may make application for release of all or part of such cash deposit the Purchaser paid in respect of that building lot. Once the application is received in writing by the Vendor, an inspection will be made by the Vendor or the Vendor's Agent, as unilaterally appointed by the Vendor.

Upon review of the application and completion of the inspection, all deficiencies will be noted and the Purchaser notified of all such deficiencies that, in the opinion of the Vendor or the Vendor's Agent, acting reasonably, are the responsibility of the Purchaser ("the deficiencies"). The Purchaser shall forthwith remedy the deficiencies and, if failing to do so within the time limit established in the notice, the Vendor shall deduct the value of the remaining deficiencies, as estimated by the Vendor's Agent, from the Security Deposit.

If prior to the application and inspection referenced above, the Purchaser is in default ("the default") of any of the covenants and conditions contained in the said Agreement, and in particular, without limiting the generality of the foregoing, if the construction on the said lands does not comply with the approved plans, the Vendor shall give the Purchaser notice detailing the default. The Purchaser shall forthwith remedy the default and, if failing to do so within the time limited established in the notice, the Vendor shall have the right to correct the default at the expense of the Purchaser. The costs of correction shall be deducted from the Security Deposit.

If the deficiencies and/or the default, in whole or in part, are not practical to correct in the sole opinion of the Vendor, the sum of **FIVE THOUSAND (\$5,000.00) DOLLARS** per lot shall be deducted from the Security Deposit as liquidated damages and not as penalty ("the damages").

From time to time, should the cumulative total of the deficiencies, the default and the damages exceed the value of the Security Deposit, the Purchaser shall pay the Vendor the shortfall on demand. The Purchaser hereby grants a charge against the said lands for any such shortfall. Until the said shortfall is paid, the Vendor shall be entitled to maintain the charge against the said lands.

2. The Purchaser agrees to comply with the terms and conditions contained in the **WESTMERE ARCHITECTURAL CONTROLS** (the "Development Guidelines"), and the Lot Grading Plan prepared in respect of the said lands by **IBI GROUP**, together with amendments to either. The Purchaser further covenants to comply with the approval process as outlined in the Development Guidelines, and by the signing of this SCHEDULE "B" the Purchaser acknowledges: 1) receipt of a true copy of the Development Guidelines, and 2) the Vendor's liability to the Purchaser, or to anyone claiming by or through the Purchaser, or to any third party, for any claim or action directly or indirectly relating to Development Guideline violations by the Vendor or others which affect the said lands, is strictly limited to the actual amount of the Security Deposit held by the Vendor in respect of the building lot on which the violation(s) occurred, at the time the claim or action is made or commenced.

3. If a dispute shall arise between the Vendor and the Purchaser as to whether deficiencies or default exists or the extent of either, or the cost of correction as provided for herein, such matter in dispute shall be referred to a committee of **THREE (3)** made up of:

ONE (1) representative appointed by the Vendor.
ONE (1) representative appointed by the Purchaser.
ONE (1) other representative acceptable to both the Purchaser and the Vendor.

Any decision rendered by this committee shall be binding on both the Vendor and the Purchaser. A decision shall be constituted by a position supported by a minimum of two of the committee members. If either party fails to appoint a representative, or there is failure to appoint a third member acceptable to both parties, or the committee fails to render a decision, then the matter in dispute shall be determined pursuant to the provisions of the Arbitration Act then in force in the Province of Alberta.

4. The Security Deposit shall be retained by the Vendor to be applied as herein provided, provided that any residual cash deposit in respect of any given building lot existing after the deductions as herein provided for shall be paid to the Purchaser (without interest).

Appendix F

August ●, 2018

Sent By Registered Mail

●



Barristers & Solicitors / Patent & Trade-mark Agents

Norton Rose Fulbright Canada LLP
400 3rd Avenue SW, Suite 3700
Calgary, Alberta T2P 4H2 CANADA

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Assistant
+1 403.267.8194
roberta.savard@nortonrosefulbright.com

Our reference
1001004429

Dear Sir/Madam:

Expiry of Builders' Liens

Our offices are counsel to Alvarez & Marsal Canada Inc. in its capacity as court-appointed receiver and manager (the **Receiver**) over the assets, properties and undertakings of Reid-Built Homes Ltd., 1679775 Alberta Ltd., Reid Worldwide Corporation, Builder's Direct Supply Ltd., Reid Built Homes Calgary Ltd, Reid Investments Ltd., 1852512 Alberta Ltd., and Reid Capital Corp. (collectively, **Reid Built**), by Order of the Honourable Mr. Justice Hillier (the **Receivership Order**). A copy of the Receivership Order and all other materials filed in the Reid Built receivership proceedings can be found on the Receiver's website, located at www.alvarezandmarsal.com/reidbuilt.

Pursuant to Sale and Vesting Orders granted ●, we have maintained in our trust account a holdback of 110 percent of the value of the following liens registered by ●:

Lot	Instrument No.	Value
-----	----------------	-------

Total

(the Liens)

We reviewed title and have confirmed that ● failed to register a Certificate of Lis Pendens in support of the liens within 180 days of the date of registration, which statutory time requirement expired prior to the granting of the related Sale and Approval Order. As a result, the liens have expired and ● does not have a claim against the \$● being held in trust. The liens were registered as against lands owned by a developer and not by any Reid Built entity. By correspondence dated February 12, 2018, (attached for ease of reference), we confirmed the requirement that lien claimants file a Statement of Claim and Certificate of Lis Pendens as mandated by the

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August ● , 2018



Builders' Lien Act. We will be before Justice Graesser on October 3, 2018 to request his permission to release these funds to the Receiver while concurrently seeking instruction with respect to validly registered, but disputed, liens as against developer lands.

We confirm that we do not act for you and recommend that you seek independent legal advice.

Yours very truly,

Howard A. Gorman, Q.C.
Senior Partner

Copies via e-mail to: Samantha Jenkins and Aditya Badami (firm)
 Todd Martin and Tom Powell (Alvarez & Marsal Canada Inc.)

February 12, 2018

Sent By E-mail

Reid-Built Group - Service List

**NORTON ROSE FULBRIGHT**

Barristers & Solicitors / Patent & Trade-mark Agents

Norton Rose Fulbright Canada LLP
400 3rd Avenue SW, Suite 3700
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Assistant
+1 403.267.8194
roberta.savard@nortonrosefulbright.com

Our reference
1001004429

Dear Sir or Madam:

Builders' Liens filed as against the Reid-Built Group Registered Properties

Our offices are counsel to Alvarez & Marsal Canada Inc., in its capacity as Court-appointed Receiver (the **Receiver**) of Reid-Built Homes Ltd., 1679775 Alberta Ltd., Reid Worldwide Corporation, Builder's Direct Supply Ltd., Reid Built Homes Calgary Ltd., Reid Investments Ltd. and Reid Capital Corp. (collectively the **Reid-Built Group**) pursuant to an Order of the Alberta Court of Queen's Bench dated November 2, 2017 (the **Receivership Order**).

Numerous contractors and suppliers have filed builders' liens as against various properties held by the Reid-Built Group. In most instances, builders' liens were filed on or before December 17, 2017 (being 45 days following the Receivership Order).

Pursuant to the *Builders' Lien Act*, lien claimants are required to file Statements of Claim and register Certificates of *Lis Pendens* within 180 days from the filing of the builder's lien at the Land Titles Office (Alberta).

Please take note that the Receiver hereby waives the requirement for any builders' lien claimant to file a Statement of Claim or register a Certificate of Lis Pendens to preserve such registered builders' lien rights as against Reid Built Group Properties. Please note this waiver does not extend to any property registered in the name of a developer or any other third party.

The Receiver is attempting to sell the Reid-Built Group's various real estate interests and will preserve such properly filed builders' lien claims with the same entitlements and on the same relative priority as if Certificates of *Lis Pendens* and Statements of Claim had been properly filed and registered within the period set out in the *Builders' Lien Act*. Distributions to creditors in accordance with their relative priority will be made upon receipt of any sales proceeds.

Please note that this accommodation by the Receiver does not waive nor amend the initial requirement that any supplier or trade properly register its builders' lien within the timeframe set out in the *Builders' Lien Act*.

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Reid-Built Group - Service List
February 12, 2018

 NORTON ROSE FULBRIGHT

Please contact the writer if you have any questions or concerns with respect to the above.

Yours very truly,

Norton Rose Fulbright Canada LLP
Per:



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