

## **RESIDENTIAL PURCHASE CONTRACT**

Between

	THE SELLER	and		THE	BUYER	
Nam	BDO Canada Limited receiver for Base Finance Ltd	Name	1317939	Alberta	Ltd.	
Nam	e and Base Mortgage Ltd	_ Name				· · · · · · · · · · · · · · · · · · ·
1.	THE PROPERTY					
1.1	The Property is:					
	(a) the land and buildings located at:					
	Municipal address: 724 55 Ave SW					
			et number and name			Tattogo
	Calgary (municipality)				_, Alberta _	(postal code)
	Legal description: Plan 1693AF Block	24	Lot	Ð	Oth	
	.,	<u> </u>	LOL		Oti	Jel TAXE
	(b) these unattached goods					
	All unattached goods shall be "as is and where is	at the da	te of possession	n"		
_	(c) the attached goods except for					
	All attached goods shall be "as is and where is at	the date	of possession"			
2.	PURCHASE PRICE AND COMPLETION DAY					
2.1	The Purchase Price is \$582,000					
2.2	The Purchase Price includes any applicable Goods and Se		(OOT)			
2.3			, ,		L <b>a</b> . 10.	
E.Q	This contract will be completed, the Purchase Price full May 1	iy paid an	a vacant posse	ession g	iven to the 20.17	(Completion Day).
2.4	On Completion Day, the Property will be in substantially the	same cor	dition as when t	his contr	act was acc	cepted and the attached
	and unattached goods will be in normal working order.					
3.	GENERAL TERMS					
3.1	In fulfilling this contract, the seller and buyer agree to act re					
	<ul> <li>(a) unless the seller, buyer or both have agreed to alternate own sole agent and those agents have no agency resp</li> </ul>	ate represe	entation, the sell	er and b	uyer are ea	ch represented by their
	(b) the laws of Alberta apply to this contract;	onomy :	and during party	1		
	(c) Alberta time applies to this contract. Time is of the enforced;	essence, v	vhich means tin	nes and	dates will I	be strictly followed and
	(d) Business Day means every day but Saturday, Sunday	and statute	orv holidavs and	includes	all the hou	irs of the day:
	(e) a reference to the seller or buyer includes singular, plui					iio oi iiio uuy,
	(f) the seller will disclose known Material Latent Defects discoverable through a reasonable inspection and that	. Material	Latent Defect	<del>noans-a</del>	defect in t	he-Preperty that is not
	(g) the seller and buyer are each responsible for completing					ialea if thou do not
	(h) -the soller will ensure the seller's representations and w					iono it they do non-
	(i) reviewing documents such as a Real Property Rop		-	aistratio	ns on title	
	(ii) determining non-resident status for income tax pur					•
	(iii)_doing other needed-research;	,		,		
	<ul> <li>the buyer may get independent inspections or advice or use, buildings and mechanical systems, property insura measurements and other items important to the buyer;</li> </ul>	ınce. title ir	ch as land title, re surance, size o	egistration f the land	ins on title, i I and buildir	RPR, current and future igs, interior and exterior
				700		

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Seller's Initials

Buyer's Initials & P

Contract Number

contract changes that are agreed to in writing will supersede the pre-printed clauses;

k)	the seller an	d buver will re	ad this contrac	rt and seek rel	evant advice	before signing it:

- the brokerages, real estate board and listing services may keep and disclose relevant information about this transaction for reporting, statistical, property evaluation and closing purposes; and
- (m) the Seller's (seller's or buyer's) brokerage will provide this contract and related documents

to the appointed lawyers for the purpose of closing this contract.

			j
4_		_	

- 4.1 The seller and buyer agree that clauses 4.2 through 4.8 are the terms of trust for the deposits.
- 4.2 The seller and buyer appoint Greater Calgary Real Estate as trustee for the deposit money.

  4.3 The buyer will pay a deposit of \$ 10,000 , which will form part of the Purchase Price, to the
- trustee by Certified Cheque , on or before 3 Days after offer acceptance (method of payment)

4.4 The buyer will pay an additional deposit of \$\_\_\_\_\_\_\_, which will form part of the Purchase Price, to the

trustee by \_\_\_\_\_\_\_, on or before \_\_\_\_\_\_

- 4.5 If the buyer fails to pay a deposit, as required by this contract, the seller may void this contract at the seller's option by giving the buyer written notice.
- 4.6 The trustee will deposit all deposits into a trust account within three Business Days of receipt.
- 4.7 Interest on the deposits will not be paid to the seller or buyer.
- 4.8 The deposits will be held in trust for both the seller and buyer. Provided funds are confirmed, the deposits will be disbursed, without prior notice, as follows:
  - (a) to the buyer, if after this contract is accepted:
    - (i) a condition is not satisfied or waived in accordance with clause 8.4:
    - (ii) the buyer voids this contract for the seller's failure to previde a Dower Consent and Acknowledgment form in accordance -with clause 7.1(b);
    - (iii) the seller voids this contract for the buyer's failure to pay a deposit; or
    - (iv) the seller fails to perform this contract;
  - (b) to the seller, if this contract is accepted and all conditions are satisfied or waived and the buyer fails to perform this contract;
     or
  - (c) applied against the Fee owed by the seller by payment directly out of trust to the brokerage(s), with any excess amount paid in trust to the seller's lawyer no later than three Business Days prior to the Completion Day. Fee means the amount, plus CSP, owed to a real estate brokerage under a written service agreement.
- 4.9 A trustee acting under this section will not be liable to the seller or buyer for any loss arising from the disbursement of the deposits.
- 4.10 The disbursement of deposits, as agreed to in this section, will not prevent the seller or buyer from pursuing remedies in section 12.

#### 5. LAND TITLE

- 5.1 Title to the Property will be free of all encumbrances, liens and interests except for:
  - (a) those implied by law;
  - (b) non-financial obligations now on title such as easements, utility rights-of-way, covenants and conditions that are normally found registered against property of this nature;
  - (c) homeowner association caveats, encumbrances and similar registrations; and
  - (d) items the buyer agrees to assume in this contract.

### G. REPRESENTATIONS AND WARRANTIES

- 6.1 The seller represents and warrants to the buyer that:
  - (a) the seller has the legal right to sell the Property;
  - (b) the seller is not a non-resident for the purposes of the Income Tax Act (Canada);
  - (c) no one else has a legal right-to-the included attached and unattached goods;
  - (d) the current use of the land and buildings complies with the existing municipal land use bylaw and any restrictive ecvenant on title:
  - (e) the location of the buildings and land improvements:
    - (i) is on the land and not on any easement, right-of-way or neighbouring lands unless there is a registered agreement on title;
    - (ii) complies with any restrictive covenant on title and municipal bylaws, regulations and relaxations, or the buildings and improvements are "non-conforming buildings" as defined in the Municipal Government Act (Alberta);
  - (f) -knewn Material Latent Defects; if any, have been disclosed in writing in this contract; and
  - (g) any known government and local authority notices regarding the Property; and known lack of permits for any development on the Property; have been disclosed in writing in this contract.

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Seller's Initials

Buver's Initials

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6.2	Thomas	<del>presentations a</del>	and warrenat	ing. in this	
0.2	· TITE	טו כסכוווענוטווס ב	mu wanan	ICO III UNG	TOTHICOL.

- (a) are made as of, and will be true at, the Completion Day; and
- (b) will survive completion and may be enforced after the Completion Day as long as any legal action is commenced within the

	-time limits set by the Limitations Act (Alberta).	,
7.	DOWER	
7.1	The seller represents and warrants to the buyer that no epouce	has dower rights in the Property, other than as shown by:
	(a) the non-owner spouse's signature on this contract; and	
	(b) the seller providing a completed Dower Consent and Ackno	owledgment form to be attached to and form part of this contract on-
	or before, 20_	If the seller fails to provide the completed Dower Consent
	and Acknowledgment form, the buyer may void this contract	et at the buyer's option by giving the soller written notice.
8.	CONDITIONS	
B,1	The seller and buyer will:	
		n conditions, including making reasonable efforts to fulfill them; and
	(b) pay for any costs related to their own conditions.	•
B.2	Buyer's Conditions	
	The buyer's conditions are for the benefit of the buyer and are:	
	(a) Financing	
	This contract is subject to the buyer securing new financing, the buyer's choice and with terms satisfactory to the buyer, to the buyer, the seller will cooperate by present the cooperate by present the seller will be seller will cooperate by present the seller will be	not to exceed% of the Purchase Price from a lender of beforem. on, roviding access to the Property on reasonable terms.
	(b) Property Inspection	
	This contract is subject to the buyer's satisfaction with a pro	operty inspection, conducted by a licensed home inspector, before .20 (Condition Day). The seller will cooperate by providing
	access to the Property on reasonable terms.	, 20(Condition Day). The seller will cooperate by providing
	(c) Sale of Buyer's Property	•
	This contract is subject to the sale of the buyer's property be 20 (Condition Day), on the terms in the Sale of Bu	eforem. on, nyer's Property Schedule, selected as attached in clause 9.1.
	(d) Additional Buyer's Conditions	<b>4</b>
	before,m. on	, 20 (Condition Day).
B.3	Seller's Conditions	1
	The seller's conditions are for the benefit of the seller and are:	•
		;
	beforem. on	, 20(Condition Day).
B.4	Condition Notices	Condition Day).
₩1-F	Each party will give the other written notice that:	
	. , <b>.</b>	s Condition Day. If not, this contract will end after the time indicated
	(b) a condition will not be waived or satisfied prior to its Condit	tion Day. This contract will end upon that notice being given.
		RP
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9.	ATTACHMENTS AND ADDITIONAL TERMS
9.1	The selected documents are attached to and form part of this contract:
	☐ Financing Schedule (Seller Financing, Mortgage Assumption, Other Value)
	☐ Tenancy Schedule
	☐ Manufactured Home Schedule
	☐ Sale of Buyer's Property Schedule
	☐ Addendum
	Other
9.2	Other terms:
	See attached Schedule "A"

### 10. CLOSING PROCESS

### **Closing Documents**

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

#### **Payments and Costs**

- 10.3 The buyer will pay the Purchase Price by lawyer's trust cheque, bank draft or electronic transfer.
- 10.4 Items such as real estate properly taxes, local improvement fees, utilities, rents, security deposits, statutory interest on security deposits, mortgage interest and homeowner association fees will be the seller's responsibility for the entire Completion Day and thereafter assumed by the buyer.
- 10.5 The seller's lawyer may use the Purchase Price to pay and discharge all of the seller's financial obligations related to the Property. The seller's lawyer will provide the buyer's lawyer with evidence of all discharges including, where required, a certified copy of the certificate of title, within a reasonable time after Completion Day.
- 10.6 If the seller has entered into a written service agreement with a real estate brokerage, the seller instructs the seller's lawyer to honour the terms of that agreement, including the Fee and other costs payable to the seller's brokerage.
- 10.7 The seller will pay the costs to prepare the closing documents, including an FIPR where required, costs to end an existing tenancy—of the Property and provide vacant possession to the buyer, and costs to prepare, register and discharge any seller's caveat based on this contract.
- 10.8 The buyer will pay the costs to prepare, register and discharge any buyer's caveat based on this contract and to register the transfer of land.

#### **Closing Day Delays**

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

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Seller's initials

Buyer's Initials 80

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#### 11. INSURANCE

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

#### 12. REMEDIES

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

#### 13. NOTICE AND DOCUMENTS

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

The seller and buyer may each authorize a representative to send and receive notices as described above. Once authorized,

#### 14. AUTHORIZATION

notices will be effective upon being delivered in person or sent by fax or email to the authorized representative. The seller authorizes: The buyer authorizes: Seller's Brokerage: Buver's Brokerage: Name: GREATER CALGARY REAL ESTATE Name: Coldwell Banker Mountain Central 4620 Macleod Tr S, Calgary AB Address: BOX 110,710-20 CROWFOOT CR N.W. CALGARY T3G 2P6 **Brokerage Representative: Brokerage Representative:** Name: Matthew Wasserman Name: Dwayne Reilander Phone: 403-669-6617 Phone: (403) 250-4915 Fax: (403) 291-1387 Email: matthew.wasserman@coldwellbanker.ca Email: dwayne@propertyway.ca 14.2 If the seller or buyer does not authorize a brokerage, then: The seller authorizes: The buyer authorizes: 14.3 If the authorization information changes, the seller and buyer agree to give written notice to the other party as soon as the change

#### 15. CONFIRMATION OF CONTRACT TERMS

- 15.1 The seller and buyer confirm that this contract sets out all the rights and obligations they intend for the purchase and sale of the Property and that:
  - (a) this contract is the entire agreement between them; and

is known so that future notices may be sent to the proper person and place.

- (b) unless expressly made part of this contract, in writing:
  - (i) verbal or written collateral or side agreements or representations or warranties made by either the seller or buyer, or the seller's or buyer's brokerage or agent, have not and will not be relied on and are not part of this contract; and
  - (ii) any pre-contractual representations or warranties, howsoever made, that induced either the seller or buyer into making this contract are of no legal force or effect.

Seller Initials	

#### 6. LEGAL OBLIGATIONS BEGIN

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

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Seller's Initials

Buyer's initials

Buyerinitials

MIGRE CONTACT PROPERTY VICES

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-	o buy the Property according	•	_		
	offer will be open for written	acceptance unti	9		p_n
on March 31			Mor 19	2017 11:22 DM MDT	,20 <u>17</u>
Signed and dated at <u>Cal</u> Doris Perzuer	gary ————————————————————————————————————	_,Alberta at		2017, 11:22 PM MDT	_, 20
	4Matthe	_, Alberta at Wasserman		Matthew Wasserman	
Buyer Signature	Witne	ss Signature		Witness Name (print)	
Signed and dated at		_, Alberta at	m. on		,20
Buyer Signature	Witne	ss Signature	,	Witness Name (print)	
18. ACCEPTANC			1		
18.1 The seller agrees	to sell the Property accord	ing to the terms	of this contract.		
Signed and dated at		_, Alberta at	,m.on		_, 20
Seller Signature	. Witnes	s Signature		Witness Name (print)	
Signed and dated at		_, Alberta at	,m. on		_, 20
Seller Signature	Witnes	s Signature		Witness Name (print)	
Non-owner spouse sig	nature (when dower right	s apply):			
Signed and dated at		_, Alberta at	m. on		_, 20
Non-Owner Spouse Signate	ire	. ,	Non-Owner Spouse N	lame (print)	
Witness Signature			Witness Name (print)		
The following is for inf	ormation purposes and h	as no effect on	the contract's term	s:	
REJECTION					
do not accept this offer	counter offer. No counter of	offer is being ma	de.		
Date:			Date:		
Seller:			Buyer:		
CONVEYANCING IN	FORMATION				
Seller's Information:			Buyer's information	on:	
Address			Address		
	Fax		-	Fax	
Email			Email		*
Lawyer Name			Lawyer Name		
Firm			Firm		
Address					
Phone	Fax			Fax	
Email			Email		

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### SCHEDULE "A" TO THE REAL ESTATE PURCHASE CONTRACT entered into between

### **BDO Canada Limited**

(the "Seller") and

## (the "Buyer")

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

### AS IS - WHERE IS

- 1. The Buyer acknowledges and agrees to purchase the lands, all buildings and improvements located on the lands (the "Property"), and any and all fixtures ("Attached Goods") and chattels ("Unattached Goods") included in the Real Estate Purchase Contract or included in the sale of the property, "as is" and agrees with the Seller that neither the Seller, nor its agents or representatives have made any representations or warranties with respect to the Property or any Attached Goods or Unattached Goods included in the sale of the Property. Without limiting the generality of the foregoing, the Buyer agrees that neither the Seller nor its agents have made any representations or warranties with respect to:
  - a) the condition of any buildings or improvements located on the Property;
  - the condition of any Attached Goods or Unattached Goods included in the Real
     Estate Purchase Contract or otherwise sold with the Property;
  - whether the Property complies with any existing land use or zoning bylaws or regulations, or municipal development agreements or plans;
  - d) the location of any buildings and other improvements on the Property and whether such location complies with any applicable municipal bylaws or regulations;

- e) whether or not any buildings or improvements located on the Property encroach onto any neighbouring lands or any easements or rights of way;
- f) whether or not any buildings or improvements located on any neighbouring lands encroach onto the Property;
- g) the size and dimensions of the Property or any building or improvements located thereon;
- h) whether or not the Property is contaminated with any hazardous substance; and
- i) whether or not any of the buildings or other improvements located on the Property have been insulated with urea formaldehyde insulation.

### OWNERSHIP OF UNATTACHED GOODS

2. The Buyer agrees that the Seller is selling only such interest as it may have in any Attached goods or Unattached Goods referred to in the Real Estate Purchase Contract, or which may be located on the Property, and the Seller does not warrant that it has title to such Attached Goods or Unattached Goods. Further, the Buyer agrees that the Seller will not be liable for the removal of any chattels found on the Property prior to or on the date of closing. On closing, the Buyer may have possession of the Attached Goods and Unattached Goods which are then on or about the Property on an "as is" basis, and the Seller will not provide a Bill of Sale, Warranty, or other title document to the Buyer. Further, there will be no adjustment or abatement of any kind to the Purchase Price with respect to any Attached Goods or Unattached Goods.

BP **d68kE9zUAqR31qvcBd2Ylg==		
Buyer's Initial	Seller's Initial	•
Date: March 18, 2017	Date:	

### REAL PROPERTY REPORT & COMPLIANCE

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

### CONDOMINIUM

- 4. If the Property is a condominium:
  - a) the Seller is not required to provide any condominium documentation to the Buyer and the Buyer shall be solely responsible to obtain any condominium documentation he may require. Without limiting the generality of the foregoing, the Buyer must obtain on his own and at his sole costs and expenses any estoppel certificate. Copy of the condominium bylaws and financial statement for the Condominium Corporation that he may require;
  - b) the Buyer must satisfy himself with the condition of the condominium unit, the common property, and the financial condition of the condominium corporation and agrees that neither the Seller not its agents, have made any representations or warranties pertaining to same including, without limiting the generality of the foregoing, the adequacy of any reserve fund the condominium corporation might have, any potential special assessments which might be levied by the condominium corporation or the existence of any legal actions pending against the condominium corporation;
  - c) the Seller shall be responsible for amounts payable up to the closing date on account of any condominium fees and special assessments levied by the condominium corporation.

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

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

### ACCEPTANCE BY FACSIMILE

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

### FORECLOSURE PROCEEDING

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

BP @ddfinesqliaqr3iqucbdzYig==		
Buyer's Initial	Seller's Initial	
Date:	Date:	



## **RESIDENTIAL PURCHASE CONTRACT**

Between

		THE SEL	LER		and		THE E	BUYER	
					1 /	=		. 1	NES
Name	BL	O Canada Limited rece	iver for Base F	inance Ltd	Name Name	EY Wiz	<u> </u>	MON	VUED
Name	and	l Base Mortgage Ltd	,		Name				
									TOTAL CONTRACTOR OF THE STATE O
1.1		E PROPERTY Property is:	PROPERTY OF						
•••		the land and buildings loc	ated at:						
	1.7	Municipal address:		5 Ave SW			and the second second		
		Calgary			(street nu	mber and name		Allegada	T2V 0G3
			(municipality)		***************************************			_, Alberta	(postal code)
		Legal description: Plan_	1693AF	Block	24	Lot	В	Oth	er N/A
~\/	<del>(b)</del>	these unattached goods							
<b>メ</b> ア	1	All unattached goods s	hall be "as is a	nd where is	at the date o	f possession	n <sup>o</sup>		* -
	<i>(</i> 4)		. t. fau						
XJ	(0)	the attached goods excep			the data of u		umaaran maarat da kalada ee		******
300		All attached goods sha			me date of b	OSSESSION		*******	the second second
2.	i,n	RCHASE PRICE AN	AA AAA	ON DAY		$\mathcal{A}$			
2.1	The	Purchase Price is \$	<u>00,000</u>	) —	<u> </u>	<i>/</i> *	(	$\rightarrow na$	*
2.2	The	Purchase Price includes	any applicable G	oods and Sci	<del>vices Tax (G</del> i	<del>ST)</del> .	<u>(</u>	$\leq N \propto$	
2.3	This	contract will be comple	ted, the Purcha	se Price full	y paid and v	acant posse	ession gi		buyer at 12 noon on
2.4	On	APRIL 28 Completion Day, the Prop	orbendil bodo-ouk	sotantiallyaba	aama aandiii	an as when t	hie mate	, 20\_	1
2.4		unattached goods will be			CONTRACTOR (		IIIO COITE	der Maa der	sebied and me arranted
3.	GE	NERAL TERMS				5/K			
3.1	in f	ulfilling this contract, the se	ller and buyer a	gree to act re	asonably and	in good faith	and agr	ee that:	
	(a)	unless the seller, buyer of own sole agent and those	r both have agre agents have no	ed to alterna agency resp	te representa onsibility to th	tion, the sell e other party	er and bi	uyer are ea	ch represented by their
	(b)	the laws of Alberta apply					60		
	(c)	Alberta time applies to the enforced;	his contract. Tim	ne is of the e	essence, whic	h means tir	nes and	dates will i	be strictly followed and
	(d)	Business Day means eve						all the hou	irs of the day;
	(e)	a reference to the seller of							
1	<b>(f)</b>	the seller will disclose kn discoverable through a re	asonable inspec	lion-and-that	will affect the	use or value	of the P	<del>ropert</del> y;	
1	(g)	the coller and buyer are c		120	•	_	and will a	esume all i	risks if they do not;
-K	(h)-	the soller will ensure the	72 may was			10 march 100 mar			
· 7		(i) reviewing documents					•	AT STATES AND ADDRESS OF THE PARTY OF THE PA	ř.
(		(ii) determining non-resi		<del>ceme tex pu</del> r	<del>poses and de</del>	termining ar	y dower	ngms; and	
-	115	(iii) doing other needed t		a ar adulaa a	n Itama ayah s	o land title -	aniotrati-	ne or title	DDD aurent and fature
	(i)	the buyer may get indepe use, buildings and mecha measurements and other	inical systems, pi	roperty insura					

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Buyer's initials



	(j)	contract changes that are agreed to in writing will supersede the pre-printed clauses;
	(k)	the seller and buyer will read this contract and seek relevant advice before signing it;
	(1)	the brokerages, real estate board and listing services may keep and disclose relevant information about this transaction for reporting, statistical, property evaluation and closing purposes; and
	(m)	the SE/CE/C brokerage will provide this contract and related documents
		(seller's or buyer's) to the appointed lawyers for the purpose of closing this contract.
4.		POSITS
4.1	The	seller and buyer agree that clauses 4.2 through 4.8 are the terms of trust for the deposits.
4.2	The	e seller and buyer appoint GREATER CALKARY REALESTATE IN TRUST as trustee for the deposit money.
4.3		buyer will pay a deposit of \$ 30,000 , which will form part of the Purchase Price, to the
		stee by BANK DRAFT on or before APRIL 22, 2017
	เกนร	(method of payment)
4.4	The	buyer will pay an additional deposit of \$, which will form part of the Purchase Price, to the
	trus	ratee by, on or before
4.5		ne buyer fails to pay a deposit, as required by this contract, the seller may void this contract at the seller's option by giving the yer written notice.
4.6		e trustee will deposit all deposits into a trust account within three Business Days of receipt.
4.7	Inte	erest on the deposits will not be paid to the seller or buyer.
4,8	pric	e deposits will be held in trust for both the seller and buyer. Provided funds are confirmed, the deposits will be disbursed, without or notice, as follows:
	(a)	to the buyer, if after this contract is accepted:
	. ^	<ul> <li>(i) a condition is not satisfied or waived in accordance with clause 8.4;</li> <li>(ii) the buyer voide this centract for the seller's failure to provide a Bower Consent and Acknowledgment form in accordance</li> </ul>
T	12	(ii) the buyer value this contract for the selicits failure to pay a deposit; or  (iii) -the seller valds this contract for the buyer's failure to pay a deposit; or
		(iv) the seller fails to perform this contract;
	(b)	a way to the second of the sec
		or
A	)(c)	applied against the Fee ewed by the seller by payment directly out of trust to the brokerage(s), with any excess amount paid in trust to the seller's lawyer no later than three Business Bays prior to the Completion Bay: Fee means the amount, plus GGT, owed to a real estate brokerage under a written service agreement.
4.9	A ti	rustee acting under this section will not be liable to the seller or buyer for any loss arising from the disbursement of the deposits.
4.10	The	e disbursement of deposits, as agreed to in this section, will not prevent the seller or buyer from pursuing remedies in section 12
5.		ND TITLE
5.1		e to the Property will be free of all encumbrances, liens and interests except for:
V.1		those implied by law;
	(b)	non-financial obligations now on title such as easements, utility rights-of-way, covenants and conditions that are normally found registered against property of this nature;
	(c)	homeowner association caveats, encumbrances and similar registrations; and
	(d)	items the buyer agrees to assume in this contract.
6.		EPRESENTATIONS AND WARRANTIES
6.1		e seller represents and warrants to the buyer that:
		the seller has the legal right to sell the Property;
	(b)	the seller is not a non-resident for the purposes of the Income Tax Act (Canada);
- 1	(c)	ne ene else has a legal right to the included attached and unattached goods;
1	)	the current use of the land and buildings complies with the existing municipal land use bylaw and any restrictive covenant or -title;
OK	(e)	the location of the buildings and land improvements:
1		(i) is on the land and not on any easement, right of way or neighbouring lands unless there is a registered agreement or title and.
(	•	<ul> <li>(ii) complies with any restrictive covenant on title and municipal bylaws, regulations and relaxations, or the buildings are imprevements are "non-conforming buildings" as defined in the Municipal Government Act (Alberta);</li> </ul>

AREAD159CLDA\_2016Sept. Seller

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the Property, have been disclosed in writing in this centract.

Buyer's initials

any known government and local authority notices regarding the Property, and known lack of permits for any development on

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



6.2	The representations and warranties in this contract:	
7	(a) are made as of, and will be true at, the Completion D	
0		e Completion Day as long-ac-any-logal action is commenced within the
,	time limits set by the Limitations Act (Alberta).	
7.	DOWER	
7.1		peuse has dower rights in the Property, other than as shown by:
	(a) the non-owner spouse's signature on this contract; a	
7	마음 선생님이 보고 있다면 사람들이 있다면 전에 대한 사람들이 되었다. 이 경우는 사람들이 보고 있다면 보고 있다면 보고 있다면 보고 있다면 보고 있다면 사람들이 없는데 사람들이 없다면 보고 있다면 사람들이 되었다면 보고 있다면	Acknowledgment form to be attached to and form part of this contract on
> "		_, 20 If the seller falls to provide the completed Dower Consent contract at the buyer's option by giving the coller written notice.
		contract at the payer a option by giving the coner whiter house.
6.	CONDITIONS	
8.1	The seller and buyer will:	is our conditions including making reasonable offerte to fulfill them: and
	11-11-11-11 A 4 Th A 4	eir own conditions, including making reasonable efforts to fulfill them; and
~ ~	(b) pay for any costs related to their own conditions.	
8,2	Buyer's Conditions	4
	The buyer's conditions are for the benefit of the buyer an	a are:
	(a) Financing	at the Bull Broken standard
	This contract is subject to the buyer securing new fina	ancing, not to exceed% of the Purchase Price from a lender of
	the buyer's choice and with terms satisfactory to the b	e by providing access to the Property on reasonable terms.
	(b) Property Inspection	B by providing decess to the Freporty of readstraint former
		h a property inspection, conducted by a licensed home inspector, before
	.m. on	, 20 (Condition Day), The seller will cooperate by providing
	access to the Property on reasonable terms,	
	(c) Sale of Buyer's Property	¥
	This contract is subject to the sale of the buyer's prop 20(Condition Day), on the terms in the Sale	erty before,m. on, e of Buyer's Property Schedule, selected as attached in clause 9.1.
	(d) Additional Buyer's Conditions	W mayor of reporty contouring outpoint an annual array
	(a) remaind and a committee	
		<sup>9</sup>
	740	
	before,m. on	, 20 (Condition Day).
<b>B.3</b>	Seller's Conditions	1
	'The seller's conditions are for the benefit of the seller an	d are:
	ş.	
	e ====================================	•
	beforem. on	, 20 (Condition Day).
8.4	Condition Notices	
	Each party will give the other written notice that:	
	(a) a condition is unilaterally waived or satisfied on or be	fore its Condition Day. If not, this contract will end after the time indicated
	for that Condition Day; or	
	<ul><li>(b) a condition will not be waived or satisfied prior to its</li></ul>	Condition Day. This contract will end upon that notice being given.
-		
AREA	©158CLCA_2016Sept. Sallar's Initials	Buyer's Initials Page 3 of 6





A	Real Estate ASSOCIATION	Residential Purchase Contract	2588350Mar13 Contract Number
9.	ATTACHMENTS AND ADDITION	ONAL TERMS	
9.1	The selected documents are attached t	The state of the s	
	☐ Financing Schedule (Seller Financing	ng, Mortgage Assumption, Other Value)	
	☐ Tenancy Schedule		
	☐ Manufactured Home Schedule		El .
	☐ Sale of Buyer's Property Schedule		
	☐ Addendum		
	☐ Other		
9.2	Other terms:	A CONTRACTOR OF THE CONTRACTOR	
10.100	See attached Schedule "A"		
<del></del>	-THE CONTRACT	FORMS AS PORT 65	- PURCHASE
AX	CONTRACT FOR	728 SS. AUESW.	LEGAL
~			359E0-0T
10. Closi	CLOSING PROCESS		
10.1	The seller or seller's lawyer will deliver	normal closing documents to the buyer or bu	yer's lawyer upon reasonable trust conditions
Za	ocnsistent with the terms of this cents confirmation of registration of decumen of other value items.	raet, including delivery within a reasonable to to at the Land Titles Office, obtain the advance	ime before the Completion Day to allow for of mortgage financing and verify the transfer
10.2	Closing documents will include an RPR	showing the current improvements on the Pro	porty according to the Alberta Land Surveyors'
V P	warranties about the land and building	ee, with evidence of municipal compliance or s. This obligation will not apply if there are no review the RPR prior to submitting the transf	non-conformance and confirming the seller's estructures on the land. The buyer or buyer's condensate to the Land Tiles Office.
Davens	t <del>awyer-must nave a reasonable linio to</del> ents and Costs	-review the Pri-Prior to submitting the mansi	er abdentishes to the Earld Titles Office.
10.3		by lawyer's trust cheque, bank draft or electro	onic transfer.
10.4	Items such as real estate property tax	es, local improvement fees, utilities, rents, se	ecurity deposits, statutory interest on security
	deposits, mortgage interest and home- thereafter assumed by the buyer.	owner association fees will be the seller's res	sponsibility for the entire Completion Day and
10.5	The seller's lawyer may use the Purcha The seller's lawyer will provide the buy certificate of title, within a reasonable t	er's lawyer with evidence of all discharges inc	's financial obligations related to the Property. cluding, where required, a certified copy of the
10,6	honour the terms of that agreement, in	cluding the Fee and other costs payable to th	age, the seller instructs the seller's lawyer to e seller's brokerage.
10.7	The seller will pay the costs to prepare of the Property and provide vacant pos on this contract.	the closing documents, including an RPA wh session to the buyer, and costs to prepare, re-	ere required, cests to end an existing tenancy- gister and discharge any seller's caveat based
10.8	The buyer will pay the costs to prepa transfer of land.	re, register and discharge any buyer's cave	at based on this contract and to register the
Closi	ng Day Delays		
10.9	-If-the-seller faile to deliver the elesing o	documents in accordance with clause 10.1 or	<del>10.2, the</del> n:
(	<ul> <li>closing documents and has a real varify the transfer of other value it</li> </ul>	sonable time to review and register them, o ems; and	Il-the buyer or buyer's lawyer has received the btain the advance of mortgage financing and
þ	seller will give the buyer pessession of mortgage being obtained by the	on upon reasonable terms which will include to buyer at the interest rate of that mortgage.	is to take possessi <del>on of the Property, then the</del> ne payment of late interest only on the amount
10:10	If the seller has complied with clauses	10.1 and 10.2 but the buyer is not able to ele	so in accordance with this contract, then:
	<del>-reasonable terms; and</del>		e-Price and give the buyer possession upon
1	Into interest at the prime landing	rate of the Alberta Treasury Branches at the ( r to (but excluding) the day the coller is paid i	or not peccession is granted, the buyer will pay Completion Day plue 3% calculated daily from in full. Payment received after 12 noon on any
			Conveyanging Protocol in the closing of this

Page 4 of 6 



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-transaction, if appropriate.

Seller's Initials

Buyer's initials,



THE RESERVE OF THE PERSON NAMED IN					
11.	INS.	11:7	٩N	C	=

41.1 The celler bears the risk of less or damage to the Property until the Purchase Price is paid. If such less or damage occurs before the Purchase Price is paid, any insurance proceeds will be hold in trust for the celler and buyer baced on their interests:

#### 2. REMEDIES

- 2.1—If the seller or buyer fails or refuses to complete this contract, the other party may seek all remedies, such as claims for deposits

  and damages, and reasonable costs including legal fees and disbursements on a solicitor/client full indemnity basis.
- 12.2 On buyer default, if the seller must restore the Property title, enforce a lien against the Property or regain possession of the Property, the seller may seek costs and other remedies.
- 12.3 The seller and buyer agree that the Property is unique. On seller default, the buyer may make a claim for specific performance and other remedies.

### 13. NOTICE AND DOCUMENTS

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

### 14. AUTHORIZATION

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

	The seller authorizes:	The buyer authorizes:
	Seller's Brokerage:	Buyer's Brokerage:
	Name: GREATER CALGARY REAL ESTATE	Name: ENGIEL + VOLKTERS CACGARY
	Address: BOX 110,710-20 CROWFOOT CR N.W.	Address: 140, 215 9 AVE S.W.
	CALGARY T3G 2P6	CALGAMY, ATS TED 1K3
	Brokerage Representative:	Brokerage Representative:
	Name: Dwayne Reilander	Name: MARK EVERNISEN
	Phone: (403) 250-4915	Phone: 403-829-3774
	Fax: (403) 291-1387	Fax: 403-592-7791
	Email: dwayne@propertyway.ca	Email: MARK, GIEKNDEN @ EJGANADA, CO
14,2	If the seller or buyer does not authorize a brokerage, then:	
	The seller authorizes:	
	The buyer authorizes:	

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

### 15. CONFIRMATION OF CONTRACT TERMS

- 15.1 The seller and buyer confirm that this contract sets out all the rights and obligations they intend for the purchase and sale of the Property and that:
  - (a) this contract is the entire agreement between them; and
  - (b) unless expressly made part of this contract, in writing:
    - verbal or written collateral or side agreements or representations or warranties made by either the seller or buyer, or the seller's or buyer's brokerage or agent, have not and will not be relied on and are not part of this contract; and
    - (ii) any pre-contractual representations or warranties, howsoever made, that induced either the seller or buyer into making this contract are of no legal force or effect.

Seller initials \_\_\_\_\_

Buyer initials\_

### 16. LEGAL OBLIGATIONS BEGIN

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

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Seller's Initials .

Buyer's Initials\_

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17. OFFER				
17.1 The buyer offers to buy the Propert	ty according to the terms	of this contract.		0
17.2 This offer/counter offer will be open	for written acceptance un	til <u>4:60</u>		
on MARCH 3	<u> </u>			,20 <u>17</u>
Signed and dated at CACSAKY	, Alberta at		larch 16	,20
12 M	2-17	eles -	>MARK EVE	
Buyer Signature	Witness Signature		Witness Name (print)	PISCIPLE
Signed and dated at	, Alberta at	m.on		,20
Buyer Signature	Witness Signature		Witness Name (print)	1536774-034-0-0008-01-70
18. ACCEPTANCE	THE GOO DIGITALITY		no attendante u abberante Abremant	
18.1 The seller agrees to sell the Proper	rty according to the term:	s of this contract.		
Signed and dated at	, Alberta at	m.on		, 20
Seller Signature	Witness Signature		Witness Name (print)	6.3140028508508980504
Signed and dated at	Alberta at	m.on		, 20
Seller Signature	Witness Signature		Witness Name (print)	<del></del>
Non-owner spouse signature (when do	wer rights apply):			
Signed and dated at	Alberta at	m.on		
Non-Owner Spouse Signature		Non-Owner Spouse	Name (print)	
Witness Signature		Witness Name (print	)	
The following is for information purpos	ses and has no effect o	n the contract's term	161	
REJECTION				
I do not accept this offer/counter offer. No	counter offer is being m	ade.	•	
Date:		Date:		
Seller:		_ Buyer:		
CONVEYANCING INFORMATION				
Seller's Information:		Buyer's informati	on:	
Address	- Alt-Alterd	_		
PhoneFax			Fax	
Email		_ Email		
Lawyer Name		Lawyer Name		se ou salalan suus sananan oo sala
Firm		Firm		Leader to the state of the stat
Address		Address		
PhoneFa		Phone	Fax	
Email		Email		

## SCHEDULE "A" TO THE REAL ESTATE PURCHASE CONTRACT entered into between

### **BDO Canada Limited**

(the "Seller") and

KEYWEST HOMES

(the "Buyer")

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

### AS IS - WHERE IS

- 1. The Buyer acknowledges and agrees to purchase the lands, all buildings and improvements located on the lands (the "Property"), and any and all fixtures ("Attached Goods") and chattels ("Unattached Goods") included in the Real Estate Purchase Contract or included in the sale of the property, "as is" and agrees with the Seller that neither the Seller, nor its agents or representatives have made any representations or warranties with respect to the Property or any Attached Goods or Unattached Goods included in the sale of the Property. Without limiting the generality of the foregoing, the Buyer agrees that neither the Seller nor its agents have made any representations or warranties with respect to:
  - a) the condition of any buildings or improvements located on the Property;
  - the condition of any Attached Goods or Unattached Goods included in the Real
     Estate Purchase Contract or otherwise sold with the Property;
  - whether the Property compiles with any existing land use or zoning bylaws or regulations, or municipal development agreements or plans;
  - d) the location of any buildings and other improvements on the Property and whether such location complies with any applicable municipal bylaws or regulations;

- whether or not any buildings or improvements located on the Property encroach onto any neighbouring lands or any easements or rights of way;
- f) whether or not any buildings or improvements located on any neighbouring lands encroach onto the Property;
- g) the size and dimensions of the Property or any building or improvements located thereon;
- h) whether or not the Property is contaminated with any hazardous substance; and
- i) whether or not any of the buildings or other improvements located on the Property have been insulated with urea formaldehyde insulation.

### OWNERSHIP OF UNATTACHED GOODS

2. The Buyer agrees that the Seller is selling only such interest as it may have in any Attached goods or Unattached Goods referred to in the Real Estate Purchase Contract, or which may be located on the Property, and the Seller does not warrant that it has title to such Attached Goods or Unattached Goods. Further, the Buyer agrees that the Seller will not be liable for the removal of any chattels found on the Property prior to or on the date of closing. On closing, the Buyer may have possession of the Attached Goods and Unattached Goods which are then on or about the Property on an "as is" basis, and the Seller will not provide a Bill of Sale, Warranty, or other title document to the Buyer. Further, there will be no adjustment or abatement of any kind to the Purchase Price with respect to any Attached Goods or Unattached Goods.

X Z	
Buyer's Initial	Seller's Initial
Date: MARCH 16, 2017	Date:

### **REAL PROPERTY REPORT & COMPLIANCE**

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

### CONDOMINIUM

- If the Property is a condominium:
  - a) the Seller is not required to provide any condominium documentation to the Buyer and the Buyer shall be solely responsible to obtain any condominium documentation he may require. Without limiting the generality of the foregoing, the Buyer must obtain on his own and at his sole costs and expenses any estoppel certificate. Copy of the condominium bylaws and financial statement for the Condominium Corporation that he may require;
  - b) the Buyer must satisfy himself with the condition of the condominium unit, the common property, and the financial condition of the condominium corporation and agrees that neither the Seller not its agents, have made any representations or warranties pertaining to same including, without limiting the generality of the foregoing, the adequacy of any reserve fund the condominium corporation might have, any potential special assessments which might be levied by the condominium corporation or the existence of any legal actions pending against the condominium corporation;
  - c) the Seller shall be responsible for amounts payable up to the closing date on account of any condominium fees and special assessments levied by the condominium corporation.

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

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

### ACCEPTANCE BY FACSIMILE

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

### FORECLOSURE PROCEEDING

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

y SP			
Buyer's Initial	Seller's Initial		
Date: MAKCH 16, 2617	Date:		



2588350Mar13 A

### RESIDENTIAL PURCHASE CONTRACT

		Be	ween					
		THE SELLER	and		THE	BUYER		
Name	BD	O Canada Limited receiver for Base Finance Ltd	Name_	20029	78	ALBE	27A LT	D .
Name	ano	l Base Mortgage Ltd	Name_				*******	
1.	- 200	E PROPERTY	-1	V				
1.1		Property is:						
	(a)	the land and buildings located at:  Municipal address: 724 55 Ave SW						
		Municipal address	(stre	et number and name)	-2-1			<del></del>
		Calgary		_		_, Alberta _	T2V 0G3	
		(municipality)	24	1.4	מ	0.1	(postal c ner_N/A	ode)
7		Legal description: Plan 1693AF Block Block	24	Lot	В	Oti	ner_177A	
1.00	<del>(b)</del>	these unattached goods						
4		All unattached goods shall be "as is and where is	at the da	te of possession"				
		6						
2(1)								
1/1/4	<del>(c)</del>	-the attached goods except for						
		All attached goods shall be "as is and where is at	the date	of possession"				
2.	PU	RCHASE PRICE AND COMPLETION DAY	<b>1</b>	-				
2.1	The	Purchase Price is \$	6	91,000	)	-		,
2.2	-The	Purchase Price includes any applicable Goods and Ser	<del>vices Tax</del>	<del>(GST)</del> .				
2.3	Thi	s contract will be completed, the Purchase Price full	y paid ar	nd vacant posses				
2.4		Completion Day, the Property will be in substantially the	same cor					
2		l-unattached-goods-will-be-in-normal-working-order, INERAL TERMS						
3. 3.1	I See Co.	ulfilling this contract, the seller and buyer agree to act re	asonahiv	and in good faith a	nd an	roo that:		
3.1							ch renreser	ted by their
	(4)	own sole agent and those agents have no agency resp	onsibility	to the other party;	and b	ayor aro o	ZOII TOPTOSOI	ned by then
	(b)	the laws of Alberta apply to this contract;						
	(c)	Alberta time applies to this contract. Time is of the enforced;	essence,	which means time	es and	dates will	be strictly fo	ollowed and
	(d)	Business Day means every day but Saturday, Sunday	and statut	tory holidays and in	nclude	s all the ho	urs of the da	y;
	(e)	a reference to the seller or buyer includes singular, plu	ral, mascu	uline and feminine;				
	<b>(</b> f)	the seller-will-disclose known Material Latent Defects discoverable through a reasonable inspection and that					the Property	<del>/ that is not</del>
111	(ġ)	the seller and buyer are each responsible for completing					risks if they	<del>do not;</del>
11/		the seller will ensure the celler's representations and w				14		
		(i) reviewing desuments such as a Deal Branarty Day		\ land title and rea	intratio	ana an titla		

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Seller's Initials

measurements and other items important to the buyer;

(iii) doing other-needed-research;

Buyer's Initials 41

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the buyer may get independent inspections or advice on items such as land title, registrations on title, RPR, current and future use, buildings and mechanical systems, property insurance, title insurance, size of the land and buildings, interior and exterior

(ii) determining non-resident status for income tax purposes and determining any dower rights; and



	ASSOCIATION	Residential Purchase Contract	ZJ60JJUNIAI 1577
ALLEN			. Contract Number
		reed to in writing will supersede the pre-p	
		this contract and seek relevant advice be	<b>2</b> 4 ,
•	reporting, statistical, property	evaluation and closing purposes; and	disclose relevant Information about this transaction for
	(m) the $\Delta E A$	LER'S bro	kerage will provide this contract and related documents
	(selle	r's or buyer's)	The same of the sa
		he purpose of closing this contract.	
4.	DEPOSITS		
4.1	The seller and buyer agree that c	auses 4.2 through 4.8 are the terms of tru	ıst for the deposits.
4.2	The seller and buyer appoint <u>Gl</u>	REATER CALGARY REAL ES	as trustee for the deposit money.
4.3	The buyer will pay a deposit of \$_	<u> 30000 /                                  </u>	, which will form part of the Purchase Price, to the
	tristee by BANK D	RAFT on or before	9
	(monor.	or paymenty	
4.4	The buyer will pay an additional d	eposit of \$	, which will form part of the Purchase Price, to the
	(method	of payment)	9
4,5	if the buyer fails to pay a deposit,	as required by this contract, the seller m	ay void this contract at the seller's option by giving the
	buyer written notice.		
4.6		ts into a trust account within three Busine	ss Days of receipt.
4.7 4.8	Interest on the deposits will not be		In any configurated that deposits outstands to the second
4.0	prior notice, as follows:	it bout the seller and buyer. Provided tund	is are confirmed, the deposits will be disbursed, without
	(a) to the buyer, if after this conti	act is accepted:	
		d or waived in accordance with clause 8.	4;
	(ii) the buyer voids this cont	ract for the seller's failure to provide a Do	wer-Consent and Acknowledgment form in accordance
1/1/1/	- with clauce 7.1(b);		
111/		ract for the buyer's failure to pay a deposi	<del>t; or</del>
	(iv) the seller fails to perform		or waived and the buyer fails to perform this contract;
	Of	accepted and an conditions are satisfied	or waived and the buyer tails to perform this contract;
	(c) applied against the Fee owed	by the seller by payment directly out of tre	ust to the brokerage(s), with any excess amount paid in
IN MU)	trust to the seller's lawyer no	later than three Business Days prior to the	re Completion Day. Fee means the amount, plus GCP,
911		go undor a written-service agreement.	and for a multiple fearer than district and at the state of
4.10			any loss arising from the disbursement of the deposits, ne seller or buyer from pursuing remedies in section 12,
5.	LAND TITLE	agreed to in this section, will not prevent to	te seller of buyer from pursuing remedies in section 12.
5.1	· · · · · · · · · · · · · · · · · · ·	all encumbrances, liens and interests ex	agent for
0.1	(a) those implied by law;	di eliculturations, liens disc litteresis ex	cept tot.
		on title such as easements, utility right	s-of-way, covenants and conditions that are normally
	found registered against prop	erty of this nature;	o or may, so residente and contained that are normally
		ats, encumbrances and similar registratio	ons; and
	(d) items the buyer agrees to as	sume in this contract.	
6.	REPRESENTATIONS AND	WARRANTIES	
6.1	The seller represents and warran		
	(a) the seller has the legal right t		
		nt for the purposes of the <i>Income Tax Act</i>	
1.412		to the included attached and unattached	
MINU	- title:	<del>ю вининдэ сотрисэ with the existing то</del>	i <del>nleipál land use bylaw and any restrictive covenant on</del>
1'/	(e) the location of the buildings a	nd land improvements:	
			<del>ng lands unless there is a registered agreeme</del> nt on title;
	. and		
	(ii) complies with any restri	ptive eevenant on title and municipal byl	aws, regulations and relaxations, or the buildings and
		conforming buildings" as defined in the M	
11/1/	(i) Tribwittiviachul Eatent Delee	<del>s, if any, have been disclosed in writing i</del>	1 HIIG GONKAOK, ANG.

REALTOR

AREAG158CLDA\_2016Sept.

Seller's Initials

This form was developed by the Alberta Real Estate Association (AREA) for the use of its members only. Trademarks are owned or controlled by The Canadian Real Estate Association (CREA) and identify real estate professionals who are members of CREA (REALTOR®) and/or the quality of services they provide (MLS®).

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

Page 2 of 6



REALTON

Residential Purchase Contract

2588350Mar13A

(e)—enemotic as of, and will be true as the Completion Day; and (f)—will survive completion and may be or inforced after the Completion Day as longrase any-legel action is commenced within the  -time limits set by the similar process of the completion Day as longrase any-legel action is commenced within the  -time limits set by the similar process of the completion Day as longrase any-legel action is commenced within the  -time limits set by the similar process of the completion Day as longrase any-legel action is commenced within the  -time limits set by the similar process of the completion Day and the commenced within the  -time limits set by the similar process of the completion Day and the commenced within the  -time limits set by the similar process of the commenced within the situation of the commenced within	6.2	-The representations and warranties in this contract:-
Section   This contract is subject to the buyer securing new financing, not to exceed	) .	(a)—are made as of, and will be true at, the Completion Day; and
7.1 The seller represents and warrants to the beyer that the epause has down adjusted in the Property, either than as shown by:  (a) the non-owner spouse's signature on this contract, and (b) the seller providing a completed Downer Gensent and Acknowledgment form to be attached to and form part of this contract or or before  —and Acknowledgment form; the buyer may void this contract the buyer's option by giving the seller written notice.  2. CONDITIONS  1. The seller and buyer wilt: (a) act reasonably and in good faith in trying to satisfy their own conditions, including making reasonable efforts to fulfill them; and (b) pay for any costs related to their own conditions.  8.2. Buyer's Conditions  The buyer's conditions are for the benefit of the buyer and are:  (a) Financing  This contract is subject to the buyer securing new financing, not to exceed		(b) will survive completion and may be enforced after the Completion Day as long-as any logal action is commenced within the time limits set by the Limitations Act (Alberta).
(e) the selic providing a completed Dower Geneant and Acknowledgment form to be attached to end form part of this contract on unbetter		
(b) -the celler-providing a completed Dower Consent and Acknowledgment form to be attended to end form part of this contract and acknowledgment form; the buyer may void this contract at the buyer's epitien by giving the celler written notice.  3. CONDITIONS  1. The seller and buyer will:  (a) act reasonably and in good faith in trying to satisfy their own conditions, including making reasonable efforts to fulfill them; and (b) pay for any costs related to their own conditions.  8.2 Buyer's Conditions  The buyer's conditions are for the benefit of the buyer and are:  (a) Financing  This contract is subject to the buyer securing new financing, not to exceed	7.1	The seller represents and warrants to the buyer that no spouse has dower rights in the Property, other than as shown by:
and Acknowledgment form, the buyer may void this contract at the buyer's ception by giving the celler written nelise.  CONDITIONS  1. The seller and buyer will:  (a) act reasonably and in good faith in trying to satisfy their own conditions, including making reasonable efforts to fulfill them; and (b) pay for any costs related to their own conditions.  Buyer's Conditions The buyer's conditions are for the benefit of the buyer and are:  (a) Financing This contract is subject to the buyer securing new financing, not to exceed		(a)—the non-owner-spouse's signature on this contract; and
8.1 The seller and buyer will:  (a) act reasonably and in good faith in trying to satisfy their own conditions, including making reasonable efforts to fulfill them; and (b) pay for any costs related to their own conditions.  8.2 Buyer's Conditions are for the benefit of the buyer and are:  (a) Financing  The buyer's conditions are for the buyer securing new financing, not to exceed	V)	or before, 20 If the seller fails to provide the completed Dower Consent
8.1 The seller and buyer will:  (a) act reasonably and in good faith in trying to satisfy their own conditions, including making reasonable efforts to fulfill them; and (b): pay for any oosts related to their own conditions.  8.2 Buyer's Conditions  The buyer's conditions are for the benefit of the buyer and are:  (a) Financing  This contract is subject to the buyer securing new financing, not to exceed		
(a) act reasonably and in good faith in trying to satisfy their own conditions, including making reasonable efforts to fulfill them; and (b): pay for any ocets related to their own conditions.  8.2 Buyer's Conditions  The buyer's conditions are for the benefit of the buyer and are:  (a) Financing  This contract is subject to the buyer securing new financing, not to exceed	Control of the contro	
(b)- pay for any costs related to their own conditions.  8.2 Buyer's Conditions The buyer's conditions are for the benefit of the buyer and are:  (a) Financing This contract is subject to the buyer securing new financing, not to exceed	0.1	
8.2 Buyer's Conditions  The buyer's conditions are for the benefit of the buyer and are:  (a) Financing  This contract is subject to the buyer securing new financing, not to exceed		
The buyer's conditions are for the benefit of the buyer and are:  (a) Financing This contract is subject to the buyer securing new financing, not to exceed	2000	
(a) Financing  This contract is subject to the buyer securing new financing, not to exceed	8.2	
This contract is subject to the buyer securing new financing, not to exceed		THE STATE OF THE S
the buyer's choice and with terms satisfactory to the buyer, beforem. on		(a) Financing
20		This contract is subject to the buyer securing new financing, not to exceed% of the Purchase Price from a lender of
(b) Property Inspection  This contract is subject to the buyer's satisfaction with a property inspection, conducted by a licensed home inspector, before		
This contract is subject to the buyer's satisfaction with a property inspection, conducted by a licensed home inspector, beforem. on		
access to the Property on reasonable terms.  (c) Sale of Buyer's Property This contract is subject to the sale of the buyer's property beforem. on		(b) Property Inspection
access to the Property on reasonable terms.  (c) Sale of Buyer's Property This contract is subject to the sale of the buyer's property before		
(c) Sale of Buyer's Property  This contract is subject to the sale of the buyer's property before		
This contract is subject to the sale of the buyer's property beforem. on		
20(Condition Day), on the terms in the Sale of Buyer's Property Schedule, selected as attached in clause 9.1.  (d) Additional Buyer's Conditions  This Offer is subject to buyer to obtain the accept purchase contract # 2588350 Mar / 38 from seller of property 728 \$\$ AVE \$\$ W.  before \$\frac{5:00}{2} \text{p.m. on} \text{ accept for the seller and are:}  8.3 Seller's Conditions  The seller's conditions are for the benefit of the seller and are:  beforem. on, 20(Condition Day).  8.4 Condition Notices  Each party will give the other written notice that:  (a) a condition is unilaterally waived or satisfied on or before its Condition Day. If not, this contract will end after the time indicated for that Condition Day; or		
(d) Additional Buyer's Conditions  This Offer is subject to buyer to obtain the accept of purchase contract # 2588350 Mar. 138 from seller of property 728 55 AVE SW.  before 5:00 f.m. on		
This Offer is subject to buyer to obtain the accept of purchase contract # 2588350 Mar. 138 from seller of property 728 55 AVE SW.  before 5:00 f.m. on 20th April , 20 / (Condition Day).  8.3 Seller's Conditions  The seller's conditions are for the benefit of the seller and are:  beforem. onm. on, 20 (Condition Day).  Condition Notices  Each party will give the other written notice that:  (a) a condition is unilaterally waived or satisfied on or before its Condition Day. If not, this contract will end after the time indicated for that Condition Day; or		
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before 5:00 p.m. on 20th April ,20 / (Condition Day).  8.3 Seller's Conditions are for the benefit of the seller and are:  beforem. on, 20(Condition Day).  8.4 Condition Notices Each party will give the other written notice that:  (a) a condition is unilaterally waived or satisfied on or before its Condition Day. If not, this contract will end after the time indicated for that Condition Day; or	11 0	1 purchase contract # 2688350 M 120 h
before 5:00 p.m. on 20th April ,20 / (Condition Day).  8.3 Seller's Conditions are for the benefit of the seller and are:  beforem. on, 20(Condition Day).  8.4 Condition Notices Each party will give the other written notice that:  (a) a condition is unilaterally waived or satisfied on or before its Condition Day. If not, this contract will end after the time indicated for that Condition Day; or	VC/ (	1 assessor of assessor puller of
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beforem. on, 20(Condition Day).  8.4 Condition Notices Each party will give the other written notice that:  (a) a condition Day; or		
beforem. on, 20(Condition Day).  8.4 Condition Notices Each party will give the other written notice that:  (a) a condition Day; or		
beforem. on, 20(Condition Day).  8.4 Condition Notices Each party will give the other written notice that:  (a) a condition Day; or		hefore 5:00 P m on COTA April 2017 (Condition Day)
beforem. on, 20(Condition Day).  8.4 Condition Notices Each party will give the other written notice that:  (a) a condition Day; or  (Condition Day, or	0.2	
beforem. on	0.3	
<ul> <li>8.4 Condition Notices</li> <li>Each party will give the other written notice that:</li> <li>(a) a condition is unilaterally waived or satisfied on or before its Condition Day. If not, this contract will end after the time indicated for that Condition Day; or</li> </ul>		The seller's conditions are for the benefit of the seller and are:
<ul> <li>8.4 Condition Notices</li> <li>Each party will give the other written notice that:</li> <li>(a) a condition is unilaterally waived or satisfied on or before its Condition Day. If not, this contract will end after the time indicated for that Condition Day; or</li> </ul>		
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<ul> <li>8.4 Condition Notices</li> <li>Each party will give the other written notice that:</li> <li>(a) a condition is unilaterally waived or satisfied on or before its Condition Day. If not, this contract will end after the time indicated for that Condition Day; or</li> </ul>		
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<ul> <li>(a) a condition is unilaterally waived or satisfied on or before its Condition Day. If not, this contract will end after the time indicated for that Condition Day; or</li> </ul>	8.4	
for that Condition Day; or		Each party will give the other written notice that:
for that Condition Day; or		(a) a condition is unilaterally waived or satisfied on or before its Condition Day. If not, this contract will end after the time indicated
(b) a condition will not be waived or satisfied prior to its Condition Day. This contract will end upon that notice being given.		
		(b) a condition will not be waived or satisfied prior to its Condition Day. This contract will end upon that notice being given.
	-	
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	Real Estate ASSOCIATION	Residential Purchase Contract	2588350Mar13 A Contract Number
9.	ATTACHMENTS AND		
9.1		attached to and form part of this contract:	
	Y <u>25.23</u>	er Financing, Mortgage Assumption, Other Value)	
	☐ Tenancy Schedule		
	☐ Manufactured Home Sche		
	☐ Sale of Buyer's Property S	Schedule	
	☐ Addendum		
	Other		
9.2	Other terms:		
	See attached Schedule "A	,	94 1 20
47/11	SELLER Will	allow Buyer's BANK Appra	iser to do appraisal on
/14		r offer accepted.	
	CLOSING PROCESS	Application of the Indian Control of	
Clos	ing Documents	vill deliver normal closing documents to the buyer or buyer's	a lawyer upon repeatable trust conditions
1/1) 10.11	consistent with the terms of	this contract, including delivery within a reasonable time decuments at the Land Titles Office, obtain the advance of	before the Completion Day to allow for
10.2	Association Manual of Standa warranties about the land-and	e an RPR showing the surrent improvements on the Property ard Practice, with evidence of municipal compliance or non d buildings. This obligation will not apply if there are no stru No time to review the RPR prior to submitting the transfer d	-conformance and confirming the seller's uctures on the land. The buyer or buyer's
Payn	nents and Costs	no time to review and party phototo submitting the transfer a	ocuments to the Land Thies Office.
10.3	The buyer will pay the Purcha	ase Price by lawyer's trust cheque, bank draft or electronic	transfer.
10.4		operty taxes, local improvement fees, utilities, rents, securi and homeowner association fees will be the seller's respon ayer.	
10.5	The seller's lawyer will provid	he Purchase Price to pay and discharge all of the seller's fir le the buyer's lawyer with evidence of all discharges includi sonable time after Completion Day.	
10.6	If the seller has entered into honour the terms of that agre	a written service agreement with a real estate brokerage, ement, including the Fee and other costs payable to the se	, the seller instructs the seller's lawyer to iller's brokerage.
10.7	The seller will pay the costs to	o prepare the closing documents, including an FIPR where acant possession to the buyer, and costs to prepare, registe	required, costs to end an existing tenancy -
10.8		to prepare, register and discharge any buyer's caveat be	ased on this contract and to register the
Clos	ing Day Delays	.e.	
1 <del>0.9</del> -		closing decuments in accordance with clause 10.1 or 10.2	
		he Purchase Price and late interest will be delayed until the has a reasonable time to review and register them, obtain or value items; and	
11/10	seller will give the buyer	able to close in accordance with this contract and wants to possession upon reasonable terms which will include the pred by the buyer at the interest rate of that mortgage.	take possession of the Property, then the ayment of late interest only on the ayment
<del>10.1</del> 6		n clauses 10.1 and 10.2 but the buyer is not able to close in	accordance with this contract, then:
	<del>-reasonable-terms; and</del>	ot obligated to, accept late payment of the Purchase Pri	*
17/11	-late-interest at the prime	cept late payment of the Purchase Price and, whether or no Hending rate of the Alberta Treasury Branches at the Com letion Day to (but-excluding) the day the soller is paid in ful of the next Business Day.	pletion Day plus 3% calculated daily from
		truct their lawyers to follow the Western Law Societies Co	nveyancing Protocol in the closing of this

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Seller's Initials

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Page 4 of 6





11. INSURANCE

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

#### 12. REMEDIES

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

### 13. NOTICE AND DOCUMENTS

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

14.	AUTHORIZATION				
14.1	The seller and buyer may each authorize a representative notices will be effective upon being delivered in person or sel	to send and receive notices as described above. Once authorized, nt by fax or email to the authorized representative.			
	The seller authorizes:	The buyer authorizes:			
	Seller's Brokerage:	Buyer's Brokerage:			
	Name: GREATER CALGARY REAL ESTATE	Name: CIR REALTY			
	Address: BOX 110,710-20 CROWFOOT CR N.W.	Address: #100, 707 - 10 AVE SW			
	CALGARY T3G 2P6	CALGARY, ALBERTA TZROB3			
	Brokerage Representative:	Brokerage Representative:			
	Name: Dwayne Reilander	Name: SiMoN WONG Phone: 403-870-3338			
	Phone: (403) 250-4915				
	Fax: (403) 291-1387	Fax: 403-592-8120			
	Email: dwayne@propertyway.ca	Email: Sweng@cirreouty.ca			
14.2	If the seller or buyer does not authorize a brokerage, then:	0			
	The seller authorizes:				
	The buyer authorizes:	· .			
14.3	If the authorization information changes, the seller and buyer is known so that future notices may be sent to the proper per	agree to give written notice to the other party as soon as the change son and place.			
15.	CONFIRMATION OF CONTRACT TERMS				
15.1		e rights and obligations they intend for the purchase and sale of the			
	(a) this contract is the entire agreement between them; and				
	(b) unless expressly made part of this contract, in writing:				
	<ul> <li>verbal or written collateral or side agreements or representations or warranties made by either the seller or buyer, or the seller's or buyer's brokerage or agent, have not and will not be relied on and are not part of this contract; and</li> </ul>				
	<ul><li>(ii) any pre-contractual representations or warranties, I this contract are of no legal force or effect.</li></ul>	howsoever made, that induced either the seller or buyer into making $\mathcal{L}$			
	Seller initials	Buyer initials 7			
16.	LEGAL OBLIGATIONS BEGIN	,			

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AREA@158CLDA\_2016Sept

A\_2016Sept. Selier's Initials Buyer's Initials Buyer's Initials This form was developed by the Alberta Heaf Estate Association (AREA) for the use of its members only. Trademarks are owned or controlled by The Canadian Real Estate Association (CREA) and identify real estate professionals who are members of CREA (REALTOR®) and/or the quality of services they provide (MLS®).

bind the seller and buyer as well as their heirs, administrators, executors, successors and assigns,

The legal obligations in this contract begin when the accepted contract is delivered in person or sent by fax or email. The obligations



•	The buyer offers to buy the Property according to the terms of this  This offer/counter offer will be open for written acceptance until			₽_
17.2 This offer/counter offer will be on	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	751	6:00 p	
Signed and dated at Cal	, Alberta at	6-20 € p.m. on_	24th Mar	ch,20/7
3354169	Som	-a X	Simon	/ WONG
Buyer Signature	Witness Signature	<del></del>	Witness Name (print)	
Signed and dated at	Sacy_, Alberta at	m.on		,20/_2
C RUENA C	- Gan	2/12/	Witness Name (print)	2/ 11/0/1
Buyer Signature	Witness Signature		Witness Name (print)	<u> </u>
8. ACCEPTANCE				
8.1 The seller agrees to sell the F	Property according to the terms	of this contract,		
Signed and dated at	, Alberta at	,m. on		, 20
eller Signature	· Witness Signature		Witness Name (print)	
signed and dated at	, Alberta at	m. on	, , , , , , , , , , , , , , , , , , ,	, 20
Seller Signature	Witness Signature		Witness Name (print)	
ion-owner spouse signature (wh	en dower rights apply):			
igned and dated at	, Alberta at	m.on		, 20
lon-Owner Spouse Signature		Non-Owner Spouse	Name (print)	
Vitness Signature		Witness Name (print	)	
The following is for information p	urposes and has no effect or	n the contract's term	18:	
REJECTION				
do not accept this offer/counter offer	er. No counter offer is being ma	ade.		
Date:		Date:		***************************************
Seller:		Buyer:		
CONVEYANCING INFORMATION	ON			
Seller's Information:		Buyer's Informat	on:	
Address		Address		
PhoneF		Phone	Fax	
Email		Email		
awyer Name		_ Lawyer Name		
Firm		_ Firm		
Address		Address:		
Phone	Fax	Phone	Fax _	
Email		Email		

### SCHEDULE "A" TO THE REAL ESTATE PURCHASE CONTRACT entered into between

## **BDO Canada Limited**

(the "Seller") and

## (the "Buyer")

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

### AS IS - WHERE IS

- 1. The Buyer acknowledges and agrees to purchase the lands, all buildings and improvements located on the lands (the "Property"), and any and all fixtures ("Attached Goods") and chattels ("Unattached Goods") included in the Real Estate Purchase Contract or included in the sale of the property, "as is" and agrees with the Seller that neither the Seller, nor its agents or representatives have made any representations or warranties with respect to the Property or any Attached Goods or Unattached Goods included in the sale of the Property. Without limiting the generality of the foregoing, the Buyer agrees that neither the Seller nor its agents have made any representations or warranties with respect to:
  - the condition of any buildings or improvements located on the Property;
  - b) the condition of any Attached Goods or Unattached Goods included in the Real Estate Purchase Contract or otherwise sold with the Property;
  - whether the Property complies with any existing land use or zoning bylaws or regulations, or municipal development agreements or plans;
  - the location of any buildings and other improvements on the Property and whether such location complies with any applicable municipal bylaws or regulations;

- e) whether or not any buildings or improvements located on the Property encroach onto any neighbouring lands or any easements or rights of way;
- f) whether or not any buildings or improvements located on any neighbouring lands encroach onto the Property;
- g) the size and dimensions of the Property or any building or improvements located thereon;
- h) whether or not the Property is contaminated with any hazardous substance; and
- i) whether or not any of the buildings or other improvements located on the Property have been insulated with urea formaldehyde insulation.

### OWNERSHIP OF UNATTACHED GOODS

Attached goods or Unattached Goods referred to in the Real Estate Purchase Contract, or which may be located on the Property, and the Seller does not warrant that it has title to such Attached Goods or Unattached Goods. Further, the Buyer agrees that the Seller will not be liable for the removal of any chattels found on the Property prior to or on the date of closing. On closing, the Buyer may have possession of the Attached Goods and Unattached Goods which are then on or about the Property on an "as is" basis, and the Seller will not provide a Bill of Sale, Warranty, or other title document to the Buyer. Further, there will be no adjustment or abatement of any kind to the Purchase Price with respect to any Attached Goods or Unattached Goods.

X	MIN	
	Buyer's Initial	Seller's Initial
	Date: Werch 24, 12.	Date:

### REAL PROPERTY REPORT & COMPLIANCE

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

#### CONDOMINIUM

- 4. If the Property is a condominium:
  - a) the Seller is not required to provide any condominium documentation to the Buyer and the Buyer shall be solely responsible to obtain any condominium documentation he may require. Without limiting the generality of the foregoing, the Buyer must obtain on his own and at his sole costs and expenses any estoppel certificate. Copy of the condominium bylaws and financial statement for the Condominium Corporation that he may require;
  - b) the Buyer must satisfy himself with the condition of the condominium unit, the common property, and the financial condition of the condominium corporation and agrees that neither the Seller not its agents, have made any representations or warranties pertaining to same including, without limiting the generality of the foregoing, the adequacy of any reserve fund the condominium corporation might have, any potential special assessments which might be levied by the condominium corporation or the existence of any legal actions pending against the condominium corporation;
  - c) the Seller shall be responsible for amounts payable up to the closing date on account of any condominium fees and special assessments levied by the condominium corporation.

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

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

### ACCEPTANCE BY FACSIMILE

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

### FORECLOSURE PROCEEDING

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

$\chi$	M M	
ŧ	Buyer's Initial	Seller's Initial
	Date: Weich 24, 1	Date:
	Date.	₽ate



# **RESIDENTIAL PURCHASE CONTRACT**

Between

		THE SELLER	and		THE BUYER	
Name	BD	O Canada Limited receiver for Base Finance Lt	d_ Name_	Hektor Asl	kushaj	
		Base Mortgage Ltd				
7		E PROPERTY				
1.1		Property is:	·			
	(a)	the land and buildings located at:				
		Municipal address: 724 55 Ave SV				
		Coloner	(stree	t number and name)	, Alberta	T2V 0G3
		Calgary (municipality)	····		, Alberta	(postal code)
		Legal description: Plan 1693AF Block	24	Lot	В	Other N/A
,	(0)	these unattached goods  All unattached goods shall be "as is and where				
			•			
_	<del>(c)</del>	the attached goods except for				
	• •	All attached goods shall be "as is and where is	at the date	of possession"		
2	PU	RCHASE PRICE AND COMPLETION DAY				
2.1		Purchase Price is \$ 500,000.00				
2.2		Purchase Price includes any applicable Goods and				
2.3		contract will be completed, the Purchase Price Court Set			, 20	(Completion Day).
2.4	and	Sempletion Day, the Property will be in substantially unattached goods will be in normal working order:	the same cor	<del>idition as when '</del>	this contract was	accepted and the attached
3.		NERAL TERMS				
3.1		lfilling this contract, the seller and buyer agree to ac				
	` '	unless the seller, buyer or both have agreed to alte own sole agent and those agents have no agency re	ernate represe esponsibility	entation, the sel to the other part	ler and buyer are Vi	each represented by their
	(b)	the laws of Alberta apply to this contract;				
		Alberta time applies to this contract. Time is of the enforced;				
		Business Day means every day but Saturday, Sund				hours of the day;
	(e)	a reference to the seller or buyer includes singular,	plural, mascu	ıline and feminir	ie;	
	-,	the seller will disclose known Material Latent Def discoverable through a reasonable inspection and t	<del>hat will affect</del>	the use or value	<del>s of the Propert</del> y;	
		the soller and buyer are each responsible for comp			and will assume	all risks if they do not;
	(h) ·	the seller will ensure the seller's representations an			-	
		(i) reviewing documents such as a Real Property				
		(ii) determining non-resident status for income tax	<del>-purpeses an</del>	<del>d determining a</del>	<del>ny dower rights; a</del>	and
		(iii) doing other needed research;				
	(i)	the buyer may get independent inspections or advictions, buildings and mechanical systems, property in measurements and other items important to the buy	surance, title	ich as land title, insurance, size	registrations on ti of the land and bu	tle, RPR, current and future ildings, interior and exterior

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Buyer's initials\_



	(j) contract changes that are agreed to in writing will supers	sede the pre-printed clauses:
	(k) the seller and buyer will read this contract and seek rele	
		nay keep and disclose relevant information about this transaction for
	•	
	(m) the(seller's or buyer's)	
	to the appointed lawyers for the purpose of closing this	contract.
4.	DEPOSITS	
4.1	The seller and buyer agree that clauses 4.2 through 4.8 are	
4.2		as trustee for the deposit money.
4.3	The buyer will pay a deposit of \$10,000.00	, which will form part of the Purchase Price, to the
	trustee by Bank Draft	, on or before 48 hrs from agreement to advance offer to coul
4.4		, which will form part of the Purchase Price, to the
	trustee by	, on or before
4.5	If the buyer fails to pay a deposit, as required by this contract	ct, the seller may void this contract at the seller's option by giving the
4.6	buyer written notice.  The trustee will deposit all deposits into a trust account within	In three Business Days of receipt.
4.7	Interest on the deposits will not be paid to the seller or buyer	
4.8	The deposits will be held in trust for both the seller and buyer. prior notice, as follows:	Provided funds are confirmed, the deposits will be disbursed, without
	(a) to the buyer, if after this contract is accepted:	
	(i) a condition is not satisfied or waived in accordance	with clause 8.4;
	with clause 7.1(b);	to provide a Dower-Consent and Acknowledgment form in accordance
	(iii) the seller voids this contract for the buyer's failure to	to pay a deposit; of
	(iv) the seller fails to perform this contract;	ns are satisfied or waived and the buyer fails to perform this contract;
	or	
	(c) applied against the Fee owed by the seller by payment of trust to the seller's lawyer no later than three Business owed to a real estate-brokerage under a written service	clirectly out of trust to the brokerage(s), with any excess amount paid in Days prior to the Completion Day: Fee means the amount, plus GSP, agreement.
4.9	A trustee acting under this section will not be liable to the sel	ller or buyer for any loss arising from the disbursement of the deposits.
4.10	The disbursement of deposits, as agreed to in this section, w	ill not prevent the seller or buyer from pursuing remedies in section 12.
5.	LAND TITLE	
5.1	Title to the Property will be free of all encumbrances, liens a	and interests except for:
	(a) those implied by law;	
	found registered against property of this nature;	ents, utility rights-of-way, covenants and conditions that are normally
	(c) homeowner association caveats, encumbrances and si	imilar registrations; and
	(d) items the buyer agrees to assume in this contract.	_
6.	REPRESENTATIONS AND WARRANTIES	
6.1	The seller represents and warrants to the buyer that:	
	(a) the seller has the legal right to sell the Property;	ingama. Tay dat (Canada):
	(b) the seller is not a non-resident for the purposes of the (c)—no one clse has a legal right to the included attached a	
	(d) the current use of the land and buildings compiles with	<del>ine analizenea gecas;</del> <del>-the existing municipal land use bylaw and any-restrictive covenant o</del> n.
	<del>-title;</del>	and committee of the company of the committee of the comm
	(e) the location of the buildings and land improvements:	
	(i) is on the land and not on any easement, right-of-we	ay or neighbouring lands unless there is a registered agreement on title;

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\_and-

Buyer's initials

(g) any known-government and local authority notices regarding the Property, and known lack of permits for any development on-

complies with any restrictive covenant on title and municipal bylaws, regulations and relaxations, or the buildings and

improvements are "non-conforming buildings" as defined in the Municipal Government Act (Alberta);

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

the Property, have been disclosed in writing in this contract.

Seller's Initials



6.2	The representations and warranties in this contract:  (a)—are made as of, and will be true at, the Completion Day; and
	(b) will survive completion and may be enforced after the Completion Day as long as any legal action is commenced within the
	-time limits set by the Limitations Act (Alberta).
7 <sub>×</sub> .	DOWER
7.1	The seller represents and warrants to the buyer that no speuce has dower righte in the Property, other than as shown by:
	(a) the non-owner-spouse's signature on this contract; and
	(b) the seller providing a completed Dower Consent and Acknowledgment form to be attached to and form part of this contract on or before, 20 If the seller fails to provide the completed Dower Consent
	or before, 20 If the seller halfs to provide the completed bower consent and Acknowledgment form, the buyer may void this contract at the buyer's option by giving the coller written notice.
8.	CONDITIONS
8.1	The seller and buyer will:
<b>U.</b> 1	(a) act reasonably and in good faith in trying to satisfy their own conditions, including making reasonable efforts to fulfill them; and
	(b) pay for any costs related to their own conditions.
8.2	Buyer's Conditions
0.4	The buyer's conditions are for the benefit of the buyer and are:
	(a) Financing
	This contract is subject to the buyer securing new financing, not to exceed% of the Purchase Price from a lender of
	the buyer's choice and with terms satisfactory to the buyer, beforem. on
	20 (Condition Day). The seller will cooperate by providing access to the Property on reasonable terms.
	(b) Property Inspection
	This contract is subject to the buyer's satisfaction with a property inspection, conducted by a licensed home inspector, before
	m. on, 20 (Condition Day). The seller will cooperate by providing
	access to the Property on reasonable terms.
	(c) Sale of Buyer's Property
	This contract is subject to the sale of the buyer's property before,m. on, 20 (Condition Day), on the terms in the Sale of Buyer's Property Schedule, selected as attached in clause 9.1.
	$\cdot$ .
	before,m. on, 20(Condition Day).
8.3	Seller's Conditions
	'The seller's conditions are for the benefit of the seller and are:
	·
	before, 20(Condition Day).
8.4	Condition Notices
	Each party will give the other written notice that:
	(a) a condition is unliaterally waived or satisfied on or before its Condition Day. If not, this contract will end after the time indicated
	for that Condition Day; or
	(b) a condition will not be waived or satisfied prior to its Condition Day. This contract will end upon that notice being given.
	Page 3 of
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Seller's Initials\_

Buyer's initials\_



9.	ATTACHMENTS AND ADDITIONAL TERMS
9.1	The selected documents are attached to and form part of this contract:
	☐ Financing Schedule (Seller Financing, Mortgage Assumption, Other Value)
	☐ Tenancy Schedule
	☐ Manufactured Home Schedule
	☐ Sale of Buyer's Property Schedule
	☐ Addendum
	Other
9.2	Other terms:
	See attached Schedule "A"

### 10. CLOSING PROCESS

### **Closing Documents**

- 10.1 The seller or seller's lawyer will deliver normal closing documents to the buyer or buyer's lawyer upon reasonable trust conditions consistent with the terms of this centract, including delivery within a reasonable time before the Completion Day to allow for centification of registration of documents at the Land Titles Office; obtain the advance of mortgage financing and verify the transfer of other value items.
- 10.2 Closing documents will include an RPR showing the current improvements on the Property according to the Alberta Land Surveyors'

  Association Manual of Standard Practice, with evidence of municipal compliance or non-conformance and confirming the seller's warranties about the land and buildings. This obligation will not apply if there are no structures on the land. The buyer or buyer's lawyer must have a reasonable time to review the RPR prior to submitting the transfer documents to the Land Titles Office.

### **Payments and Costs**

- 10.3 The buyer will pay the Purchase Price by lawyer's trust cheque, bank draft or electronic transfer.
- 10.4 Items such as real estate property taxes, local improvement fees, utilities, rents, security deposits, statutory interest on security deposits, mortgage interest and homeowner association fees will be the seller's responsibility for the entire Completion Day and thereafter assumed by the buyer.
- 10.5 The seller's lawyer may use the Purchase Price to pay and discharge all of the seller's financial obligations related to the Property. The seller's lawyer will provide the buyer's lawyer with evidence of all discharges including, where required, a certified copy of the certificate of title, within a reasonable time after Completion Day.
- 10.6 If the seller has entered into a written service agreement with a real estate brokerage, the seller instructs the seller's lawyer to honour the terms of that agreement, including the Fee and other costs payable to the seller's brokerage.
- 10.7 The seller will pay the costs to prepare the closing documents, including an RPR where required, costs to end an existing tenancy of the Property and provide vacant possession to the buyer, and costs to prepare, register and discharge any seller's caveat based on this contract.
- 10.8 The buyer will pay the costs to prepare, register and discharge any buyer's caveat based on this contract and to register the transfer of land.

### **Closing Day Delays**

- 10.9 If the seller fails to deliver the closing documents in accordance with clause 10.1 or 10.2, then:
  - (a) the buyer's payment of the Purchase Price and late interest-will be delayed until the buyer or buyer's lawyer has received the closing documents and has a reasonable time to review and register them, obtain the advance of mortgage financing and verify the transfer of other value items; and
  - (b) if the buyer is willing and able to close in accordance with this contract and wants to take possession of the Property, then the seller will give the buyer possession upon reasonable terms which will include the payment of late interest only on the amount of mortgage being obtained by the buyer at the interest rate of that mortgage.
- 10:10 If the seller has complied with clauses 10:1 and 10:2 but the buyer is not able to close in accordance with this contract, then:
  - (a) the seller may, but is not obligated to, accept late payment of the Purchase Price and give the buyer possession upon
    reasonable terms; and
    - (b) if the seller agrees to accept late payment of the Purchase Price and, whether or not possession is granted, the buyer will pay—late interest at the prime lending rate of the Alberta Treasury Branches at the Completion Day plus 3% calculated daily from and including the Completion Day to (but excluding) the day the soller is paid in full. Payment received after 12 noon on any day will be payment as of the next Business Day.
- 10.11 The celler and buyer will instruct their lawyers to follow the Western Law Societies Conveyancing Pretocol in the closing of this transaction, if appropriate.

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This form wa



#### INSURANCE

The action bears the risk of loss or damage to the Property until the Purchase Price is paid. If such loss or damage oscure before the Purchase Price is paid, any incurance proceeds will be held in trust for the collor and buyor baced on their interects;

#### REMEDIES

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

### 13. NOTICE AND DOCUMENTS

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

### 14. AUTHORIZATION

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

	The seller authorizes:	The buyer authorizes:
	Seller's Brokerage:	Buyer's Brokerage:
	Name: GREATER CALGARY REAL ESTATE	Name: THE REAL ESTATE COMPANY LIMITED
	Address: BOX 110,710-20 CROWFOOT CR N.W.	Address: 11, 5080 12A ST SE
	CALGARY T3G 2P6	CALGARY T2G 5K9
	Brokerage Representative:	Brokerage Representative:
	Name: Dwayne Reilander	Name: DAVID P. BROWN
	Phone: (403) 250-4915	Phone: 403-660-9910
	Fax: (403) 291-1387	Fax: 403-592-6867
	Email: dwayne@propertyway.ca	Email: Browndp@telus.net
14.2	If the seller or buyer does not authorize a brokerage, then:	
	The seller authorizes:	
	The buyer authorizes:	
14.3	If the authorization information changes, the seller and buye is known so that future notices may be sent to the proper pe	r agree to give written notice to the other party as soon as the change rson and place.
15.	CONFIRMATION OF CONTRACT TERMS	
15.1	The seller and buyer confirm that this contract sets out all the Property and that:	ne rights and obligations they intend for the purchase and sale of the
	(a) this contract is the entire agreement between them; and	1
	(b) unless expressly made part of this contract, in writing:	
	(i) verbal or written collateral or side agreements or re seller's or buyer's brokerage or agent, have not an	epresentations or warranties made by either the seller or buyer, or the dwill not be relied on and are not part of this contract; and
	<ul> <li>(ii) any pre-contractual representations or warranties, this contract are of no legal force or effect.</li> </ul>	howsoever made, that induced either the seller or buyer into making
	Seller initials	Buyerinitials LY M
16.	LEGAL OBLIGATIONS BEGIN	
16.1	The legal obligations in this contract begin when the accepte bind the seller and buyer as well as their heirs, administrato	d contract is delivered in person or sent by fax or email. The obligations rs, executors, successors and assigns.



Buver's Initials



17.1 The buyer offers to buy the Pro	perty according to the terms	of this contract.		
7.2 This offer/counter offer will be op	oen for written acceptance ur	ıtil <u>11·59</u>		
on April 25				,20 <u>17</u>
Signed and dated at <u>Calgary</u>	, Alberta at	<u>2:30. P</u> .m.on	March 30	,20 <u>17</u>
Helen 7.				
Buyer Signature	Witness Signature		Witness Name (print)	
Signed and dated at	, Alberta at	m.on		,20
	,			
Buyer Signature	Witness Signature		Witness Name (print)	
8. ACCEPTANCE	** ** ** ** ** ** ** ** ** ** ** ** **			
8.1 The seller agrees to sell the Pro	•			
Signed and dated at	, Alberta at	m.on		,20
Seller Signature	· Witness Signature		Witness Name (print)	
Bigned and dated at	, Alberta at	m.on		,20
eller Signature	Witness Signature		Witness Name (print)	
lon-owner spouse signature (wher	n dower rights apply):			
Signed and dated at		.m. on		,20
lon-Owner Spouse Signature		Non-Owner Spouse	Name (print)	
Vitness Signature		Witness Name (print	<u> </u>	
The following is for information pur	noses and has no effect o	on the contract's tern	ıs:	
REJECTION	poses and has no encore			
do not accept this offer/counter offer	. No counter offer is being m	nade.		
Date:		<b>~</b> .		
			A CONTRACTOR OF THE CONTRACTOR	
3eller:				
<del> </del>		_ Buyer:	-	
<del></del>	N			
CONVEYANCING INFORMATIO	N	Buyer's informati	on:	
CONVEYANCING INFORMATION Seller's Information: Address	· · · · · · · · · · · · · · · · · · ·	Buyer's informati Address	on:	
CONVEYANCING INFORMATION Seller's Information: Address		Buyer's Informati Address		
CONVEYANCING INFORMATION Seller's Information: Address PhoneFa	x	Buyer's informati Address	4.44	
CONVEYANCING INFORMATION Seller's Information: AddressFa PhoneFa	x	Buyer's Informati Address Phone Email	Fax	
CONVEYANCING INFORMATION Seller's Information: AddressFa PhoneFa	X	Buyer's informati Address Phone Email Lawyer Name	Fax	
CONVEYANCING INFORMATION Seller's Information: Address PhoneFa Email Lawyer Name	x	Buyer's Information Address Phone Email Lawyer Name Firm Address	Fax	
CONVEYANCING INFORMATION Seller's Information: AddressFa PhoneFa Email Lawyer NameFirm	x	Buyer's Informati Address Phone Email Lawyer Name Firm Address	Fax	

#### SCHEDULE "A" TO THE REAL ESTATE PURCHASE CONTRACT entered into between

#### **BDO Canada Limited**

(the "Seller") and

Hektor Askushaj

#### (the "Buyer")

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

#### AS IS - WHERE IS

- 1. The Buyer acknowledges and agrees to purchase the lands, all buildings and improvements located on the lands (the "Property"), and any and all fixtures ("Attached Goods") and chattels ("Unattached Goods") included in the Real Estate Purchase Contract or included in the sale of the property, "as is" and agrees with the Seller that neither the Seller, nor its agents or representatives have made any representations or warranties with respect to the Property or any Attached Goods or Unattached Goods included in the sale of the Property. Without limiting the generality of the foregoing, the Buyer agrees that neither the Seller nor its agents have made any representations or warranties with respect to:
  - a) the condition of any buildings or improvements located on the Property;
  - b) the condition of any Attached Goods or Unattached Goods included in the Real Estate Purchase Contract or otherwise sold with the Property;
  - whether the Property complies with any existing land use or zoning bylaws or regulations, or municipal development agreements or plans;
  - the location of any buildings and other improvements on the Property and whether such location complies with any applicable municipal bylaws or regulations;

- e) whether or not any buildings or improvements located on the Property encroach onto any neighbouring lands or any easements or rights of way;
- f) whether or not any buildings or improvements located on any neighbouring lands encroach onto the Property;
- g) the size and dimensions of the Property or any building or improvements located thereon;
- h) whether or not the Property is contaminated with any hazardous substance; and
- i) whether or not any of the buildings or other improvements located on the Property have been insulated with urea formaldehyde insulation.

#### OWNERSHIP OF UNATTACHED GOODS

2. The Buyer agrees that the Seller is selling only such interest as it may have in any Attached goods or Unattached Goods referred to in the Real Estate Purchase Contract, or which may be located on the Property, and the Seller does not warrant that it has title to such Attached Goods or Unattached Goods. Further, the Buyer agrees that the Seller will not be liable for the removal of any chattels found on the Property prior to or on the date of closing. On closing, the Buyer may have possession of the Attached Goods and Unattached Goods which are then on or about the Property on an "as is" basis, and the Seller will not provide a Bill of Sale, Warranty, or other title document to the Buyer. Further, there will be no adjustment or abatement of any kind to the Purchase Price with respect to any Attached Goods or Unattached Goods.

HA.	
Buyer's Initial	Seller's Initial
Date: MARCH 30, 2017	Date:

#### **REAL PROPERTY REPORT & COMPLIANCE**

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

#### CONDOMINIUM

- 4. If the Property is a condominium:
  - a) the Seller is not required to provide any condominium documentation to the Buyer and the Buyer shall be solely responsible to obtain any condominium documentation he may require. Without limiting the generality of the foregoing, the Buyer must obtain on his own and at his sole costs and expenses any estoppel certificate. Copy of the condominium bylaws and financial statement for the Condominium Corporation that he may require;
  - b) the Buyer must satisfy himself with the condition of the condominium unit, the common property, and the financial condition of the condominium corporation and agrees that neither the Seller not its agents, have made any representations or warranties pertaining to same including, without limiting the generality of the foregoing, the adequacy of any reserve fund the condominium corporation might have, any potential special assessments which might be levied by the condominium corporation or the existence of any legal actions pending against the condominium corporation;
  - c) the Seller shall be responsible for amounts payable up to the closing date on account of any condominium fees and special assessments levied by the condominium corporation.

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

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

#### ACCEPTANCE BY FACSIMILE

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

#### FORECLOSURE PROCEEDING

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

· · · · · · · · · · · · · · · · · · ·	
Buyer's Initial	Seller's Initial
Date:	Date:

#### March 21, 2017

BDO

620, 903 8th Avenue SW Calgary, Alberta T2P 0P7 Attn: Craig A. Fryzuk

Dear Mr. Fryzuk:

#### Re: Base Finance Ltd Properties

Further to the enclosed offers please note that:

- 1) I have not retained a real estate agent. Therefore, as I understand it the real estate charges to the seller will be reduced such that the seller gains the benefit of the savings.
- I will be responsible to evict the occupants of the properties. See provision 2.3 in the enclosed offers as the document presented by your real estate agent called for the seller to provide vacant possession.
- 3) I do not seek the unattached goods although the document presented by your real estate agent allow for it. If available, then I would seek the appliances. However, the offer as presented by your agent is not clear on this point.
- 4) As a condition, there must be adequate Insurance in place until title passes to the buyer to insure against damage caused against the properties by the occupants or others.
- 5) I am ready to close all four transactions as soon as possible and at your direction. I would be happy to discuss this with you.

Please find enclosed formal appraisals that I had conducted on the properties to substantiate the enclosed offers.

Please let me know the date of the court appearance to gain approval of the offers so that I may instruct my lawyer to attend.

I look forward to hearing from you.

ODLIL

Sincerely yours

Darrel Winch

Tel: 403 720 0553 Cell: 403 399 3277



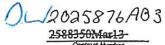
. . .

D 2025876AB3 2588350Mer13 Contract Number

	RESIDENTIAL PUR	CHAS	SE CONTRACT
	THE SELLER a	nď	THE BUYER
Name	8 BDO Canada Limited receiver for Base Finance Ltd	Name_	2825876ABCorta Std
Name	e and Base Mortgage Ltd	Name_	
1.	THE PROPERTY	1	
1.1	The Property Is:  (a) the land and buildings located at:  Municipal address: 724 55 Ave SW  Calgary  (municipality)  Legal description: Plan 1693AF Block  (b) these unattached goods	24	Alberta T2V 0G3  (costal code)  Lot B Other N/A
	All unattached goods shall be "as is and where is a company of the attached goods except for the		*
	All attached goods shall be "as is and where is at	the date	of possession"
	PURCHASE PRICE AND COMPLETION DAY		
2.			
2.1	The Purchase Price is \$475,000.		
2.2	The Durchage Price includes any applicable Goods and Ser	<del>vices Ta</del>	<del>× (GST)</del> .
2.3	This contract will be completed, the Purchase Price full	y pald a	and vacant possession given to the buyer at 12 noon or 20 (Completion Day).
2.4	On Completion Day, the Property will be in aubstantially the and unattached goods will be in normal working order:	-88/me-ce	endition as when this contract was accepted and the attached
3.	GENERAL TERMS	M	1 felil and among their
3.1	In fulfilling this contract, the seller and buyer agree to act re	asonably	y and in good takin and agree was:
	own sole agent and those agents have no agency resp	onsibility	sentation, the seller and buyer are each represented by thei y to the other party;
	(b) the laws of Alberta apply to this contract;		the and dates will be strictly followed any
	enformed:		, which means times and dates will be strictly followed and
	(d) Business Day means every day but Saturday, Sunday	and statu	tutory holidays and includes all the hours of the day;
	(e) a reference to the seller or buyer includes singular, plu	ıral, masc	culine and feminine;
	(f) the seller will disclose known Material Latent-Defect	o <del>. Materk</del> I <del>will affec</del>	<del>lal Latent-Defect-means-a-detect in the Property wat is in</del> <del>et the use or value of the Propert</del> y;
	(a) the seller and buyer are each responsible for completi	ng their o	own due diligence and will assume all risks if they do not;
	(h) the celler will encure the celler's representations and v	varrantics	<del>s are true by.</del>
	(i) reviewing documents such as a Real Property Re	port-(PPF	R), land-title and registrations on title;
	(ii) determining non-resident status for income tax pu	<del>irposos a</del> i	and determining any dower rights, and
	(iii) doing other needed research;	121	the state of the same and the s
	<ul> <li>the buyer may get independent inspections or advice of use, buildings and mechanical systems, property insur- measurements and other items important to the buyer</li> </ul>	ance, uue	such as land title, registrations on title, RPR, current and futur le insurance, size of the land and buildings, interior and exterior
	o ton a trouble		Buyar's Initia: Page 1 of
AREA	EADISECLDA_20169ept. Selfer's Initiala		bojor a mook

This term was developed by the Alberta Real Estate Association (AREA) for the use of its members only. Trademarks are owned or controlled by The Canadian Re-Estate Association (CREA) and identity (out estate professionals who are members of CREA (REALTORF) and/or the quality of convices they provide (NLSS).





		CIATION	Rasidontial Purchase Contract	Contract Number
	and the second second second	the state of the s	ed to in writing will supersede the pre-prin	ited clauses;
			als contract and seek relevant advice before	
	(I) the broken	kerages, real estate bo	ard and listing services may keep and dis valuation and closing purposes; and	sclose relevant information about this transaction for
		Soller	or buver's)	rage will provide this contract and related documents
	to the a	ppointed lawyers for the	e purpose of closing this contract.	
	DEPOSIT	5	LORD CONTRACTOR	e e 17 a
.1	The seller a	nd buyer agree that cla	uses 4.2 through 4.8 are the terms of trust	
.2	The seller ar	nd buyer appoint	BBU Canada	as trustae for the deposit money.
,3	The buyer w	vill pay a deposit of \$	D. 0 0000000000000000000000000000000000	which will form part of the Purchase Price, to the
	trustee by _		, on or before,	*
.4	The buyery			, which will form part of the Purchase Price, to the
• •		150 100	9.	•
	uustee by _	(method o	f payment)	
.5	buver writte	n notice.		y void this contract at the seller's option by giving the
.6	The trustee	will deposit all deposits	into a trust account within three Business	Days of receipt.
.7 .8	The deposit	ine deposits will not be j	paid to the seller or buyer.	are confirmed, the deposits will be disbursed, withou
.0	prior notice,	, as follows:	Dour allo Bonot and Dayort . to more terres	
	(a) to the b	ouver, if after this contra	ct is accepted:	
	(I) a c	condition is not satisfied	or waived in accordance with clause 8.4;	e <del>r Consent and Acknowledgment form in accordance</del>
	-Wi	th-clauco 7:1(b);		
	(ili) <del>-th</del>	a celler volds this contro	act for the buyer's failure to pay a deposit;	-CF
	(iv) the	e seller fails to perform t	inis contract;	or waived and the buyer fails to perform this contract
	OF			
	-treat to	the seller's lawyer no !	by the seller by payment directly out of trus ater than three Business Bays prior to the go under a willen corvice agreement.	atto the brokerage(s); with any excess amount pald in Completion Day: Fee means the amount, plus GST
.9	A trustee a	ding under this section	will not be liable to the seller or buyer for a	ny loss arising from the disbursement of the deposits
1.10	The disbur	sement of deposits, as a	greed to in this section, will not prevent the	e seller or buyer from pursuing remedles in section 12
3.	LAND TI	TLE	<b>第一年,</b> 1777年, 1787年	
5.1	Title to the	Property will be free of	all encumbrances, liens and interests exc	ept for:
	(a) those	implied by law;		t and any little at the property
	found	realstered against prope	erty of this nature;	of-way, covenants and conditions that are normal
	(c) homed	wner association cavea	ats, encumbrances and similar registration	is; and
		the buyer agrees to ass		
6.	REPRES	ENTATIONS AND represents and warrants	to the huver that:	
6.1	(a) the se	ller has the legal right to	sell the Property:	
	(b) the se	Her is not a non-residen	t for the purposes of the Income Tax Act (	( <del>Canada);</del>
	(c\_na_on	a alaa baa a Jeaal daht t	o the included attached and unattached a	<del>(00ďó</del> ;
	-title;			nkelpal land use bylaw and any rectrictive covenant c
	(e)_the_for	cation of the buildings a	nd-land-Improvemente:	- 1 - de veloca lh anala a sa statas da successario della
	_2	nds		<del>ig lands unless there is a registered agreement on titl</del>
	le le	nprovements are "non-c	conforming buildings" as defined in the Mu	tws, regulations and relaxations, or the buildings or micipal Government Act (Alberta);
	(f) -knowe	Molorial Latent Defect	o. if any, have been disclosed in writing in	this contract; and
	(g) <del>any k</del> r	<del>lewn gevernment and k</del> <del>operty, have been discl</del>	ocal authority notices regarding the Proper osed in writing in this contract.	<del>rty, and known lack of pormits for any dovelopment c</del>
	DISSCI DA 2015S	ect Selber's Initials		Buyer's initials Page 2 c



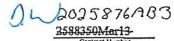


Rosidential Purchase Contract



5.2 ,	The representations and warranties in this contract:
	(a) are made as of, and will be true at, the Completion Day; and
	(b) will survive completion and may be enforced after the Completion Day as long-as-any legal action is commenced within the  —time limits set by the Limitations Act (Alberta).
	DOWER
7.1	The seller represents and warrants to the buyer that no opouce has dower rights in the Property, other than as shown by:
	-(a)—the non-ewner spouse's signature on this contract; and-
	(b) the seller providing a completed Dower Consent and Acknowledgment form to be attached to and form part of this contract on or before If the seller falls to provide the completed Dower Consent
	and Acknowledgment form, the buyer may void this contract at the buyer's option by giving the collor written notice.
3.	CONDITIONS
3.1	The seller and buyer will:
	(a) act reasonably and in good faith in trying to satisfy their own conditions, including making reasonable efforts to fulfill them; and
	(b) pay for any costs related to their own conditions.
3.2	Buyer's Conditions
	The buyer's conditions are for the benefit of the buyer and are:
	(a) Financing
	This contract is subject to the buyer securing new financing, not to exceed% of the Purchase Price from a lender of
	the buyer's choice and with terms satisfactory to the buyer, before, m. on,
	20 (Condition Day). The seller will cooperate by providing access to the Property on reasonable terms.
	(b) Property Inspection
	This contract is subject to the buyer's satisfaction with a property inspection, conducted by a licensed home inspector, before
	(c) Sale of Buyer's Property  This contract is subject to the sale of the buyer's property before
	20 (Condition Day), on the terms in the Sale of Buyer's Property Schedule, selected as attached in clause 9.1.
	(d) Additional Buyer's Conditions
1)	This contract is subject to buyers satisfaction of court  acceptance of contracts; 2025876ABI, 2025876AB2 2025876AB4  - Due to the circumstances, special Risk classwance must remain on the properties until De  Titles transfer to the bruger. This is to ensure that the properties are always
	acceptance of contracts; 2025876ABI, 2025876AB2, 2025876AB2
	Titles transfer to the bruser. This isto ensure that the properties are always
	insured in case the occupants/owner cause domage to the peoperties.
	CO (Constitute Dout
	DEI/OIO
B.3	Seller's Conditions  'The seller's conditions are for the benefit of the seller and are:
	THE RELIEF & COLUMNIES WAS LOT THE DOLLOW AT THE COLOR WIND MAN.
	· ·
	before, 20(Condition Day).
8.4	Condition Notices
	Each party will give the other written notice that:
	<ul> <li>(a) a condition is unliaterally walved or satisfied on or before its Condition Day. If not, this contract will end after the time indicated for that Condition Day; or</li> </ul>
	(b) a condition will not be walved or satisfied prior to its Condition Day. This contract will end upon that notice being given.
terrence?	AC.
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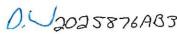


A	ASSOCIATION	Rosidundal Purchase Contract	Contract Number
	ATTACHMENTS AND	ADDITIONAL TERMS	44-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-
9.1		attached to and form part of this contract:	
		or Financing, Mortgage Assumption, Other Value)	
	The state of the s	Training, Mongago Assumption, Outer Value)	
	☐ Tenancy Schedule		
	☐ Manufactured Home Sche		
	☐ Sale of Buyer's Property S	ichedule	
	☐ Addendum		
	Other		
9.2	Other terms:		
	See attached Schedule "A"	1 -	
		•	
00	AL COULD PROCECC		
INC.	CLOSING PROCESS ng Documents		
10.1	The college college lowers	<del>rill deliver normal elesing documents to the buyer or bu</del>	yer's lawyer upon-reaconable truct conditions
	consistent with the terms of confirmation of registration of of other value items.	thic contract, including delivery within a reasonable documents at the Land Titles Office, obtain the advance	time-before the Completion-Bay-to-allow-for- e-of-mortgage financing and verify the transfer-
10.2	Association Manual of Stand	e an RPA showing the current improvements on the Pre ard Preciles, with evidence of municipal compilance or d buildings. This obligation will not apply if there are no de time to review the RPA prior to submitting the trans	r non-conformance and continuing the soller's o-structures on the land. The buyer or buyer's
Рауп	ents and Costs		
10.3	The buyer will pay the Purcha	ase Price by lawyer's trust cheque, bank draft or electron	onic transfer.
10.4	Itama such as real astate an	operty taxes, local improvement fees, utilities, rents, s and homeowner association fees will be the seller's re-	equity deposits, statutory interest on security
	The seller's lawyer may use to The seller's lawyer will provid certificate of title, within a rea	he Purchase Price to pay and discharge all of the selle te the buyer's lawyer with evidence of all discharges in sonable time after Completion Day.	cluding, where required, a certified copy of the
	If the seller has entered into	a written service agreement with a real estate broke ement, including the Fee and other costs payable to the	ne seller's brokerage.
10.7	The seller will pay the costs to of the Preparty and provide von this contract:	o prepare the closing documents, including an FIPR we acant possession to the buyer, and costs to prepare, re	nere required, eests to end an existing tenancy egister and discharge any seller's caveat based
10.8	The buyer will pay the costs transfer of land.	to prepare, register and discharge any buyer's cave	eat based on this contract and to register the
Clos	ing Day Delays	^	190
10.9	-II the sellor falls to deliver the	olosing documents in accordance with clause 10.1 or	<del>-10.2, the</del> n:
	verify the transfer of oth	he Purchase Price and late Interest will be delayed un tras a reasonable wine to review and register them, o er value items; and	obtain the advance of mongago imanding und
	- seller will give the buyer	l able to close in accordance with this contract and war possection upon reaconable terms which will include t ned by the buyer at the interest rate of that mortgage.	the payment of tale interest only on the emount
10:11	I If the seller has compiled wit	h clauses 10:1-and 10:2 but the buyer is not able to ele	oca in accordance with this contract, then:
	-reaconable terms; and	ot obligated to, accept late payment of the Purchas	₩
	-late Interest at the prime -and Including the Gemp -day will be payment as	cept late payment of the Purchase Price and, whether Hending rate of the Alberta Treasury Branches at the letion Day to (but excluding) the day the coller is paid of the next Business Day.	Gompletten Day plus 3% calculated dally from In full, Payment received after 12-neen on any
	1-The-seller and buyer will ins transaction, If appropriate.	truct their lawyers to follow the Western Law Societie	a Conveyancing Protocol in the closing of this
AREA	DISSCLDA_2018Sopt, Seiler's Inhibit	de Buyar's	Init. Page 4 of 6
T			





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111	INC	TRA	No.

The action bears the risk of loss or damage to the Property until the Purchase Price is paid. If such loss or damage ecoure before the Purchase Price is paid, any insurance proceeds will be held in trust for the coller and buyor based on their interests:

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

#### 13. NOTICE AND DOCUMENTS

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

14.1 The seller and buyer may each authorize a representative to send and receive notices as described above. Once authorized, notices will be effective upon being delivered in person or sent by fax or email to the authorized representative. The buyer authorizes: The seller authorizes: Buyer's Brokerage: Seller's Brokerage: Name: GREATER CALGARY REAL ESTATE Name: Address: BOX 110,710-20 CROWFOOT CR N.W. Address: T3G 2P6 CALGARY Brokerage Representative: Brokerage Representative: Name: Dwayne Reilander Phone: (403) 250-4915 Phone: Fax: (403) 291-1387 Fax Email: dwayne@propertyway.ca Email: 14.2 If the seller or buyer does not authorize a brokerage, then: The seller authorizes: The buyer authorizes: If the authorization information changes, the seller and buyer agree to give written notice to the other party as soon as the change is known so that future notices may be sent to the proper person and place.

#### 15. CONFIRMATION OF CONTRACT TERMS

- The seller and buyer confirm that this contract sets out all the rights and obligations they intend for the purchase and sale of the Property and that:
  - (a) this contract is the entire agreement between them; and
  - (b) unless expressly made part of this contract, in writing:
    - (i) verbal or written collateral or side agreements or representations or warranties made by either the seller or buyer, or the seller's or buyer's brokerage or agent, have not and will not be relied on and are not part of this contract; and
    - any pre-contractual representations or warranties, howsoever made, that induced either the seller or buyer into making this contract are of no legal force or effect.

Seller Initials

Buyerinitials

#### LEGAL OBLIGATIONS BEGIN

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

AREADISACI DA 2016Sept.

Seller's Initials

Page 5 of 6



This form was developed by the Alberta Real Estate Ascodistion (AREA) for the use of its mem Estate Association (CREA) and Identity roal estate protessionals who are members of CREA (REALTORY) and/or the quality of services they provide (MLSY).





Rosidential Purchaso Contract



17. OFFER	<b>有15 1874 5 1857</b> 。			
17.1 The buyer offers to buy the Property			()	^
17.2 This offer/counter offer will be open f	or written acceptance uni	til,	<u>/</u> ol	
onapr	1 7 7 Y	in (1)	2- 44(1) 21	17
Signed and dated at CALLOTT	7, Alberta at/	120/P.m.on	marcit 21	,20/
1 James OW	texely	memmy	Jacalyri	Symono
Buyer Signature	Witness Signature		Witness Name (print)	
Signed and dated at	, Alberta at	m.on	5	,20
Buyer Signature	Witness Signature		Witness Name (print)	
18. ACCEPTANCE		A		
18.1 The seller agrees to sell the Proper				
Signed and dated at	Alberta at	m.on		,20
~				
Seller Signature	Witness Signature		Wilness Name (print)	
Signed and dated at	, Alberta at	m.on		,20
		**		
Selter Signature	Witness Signature	***	Witness Name (print)	
470				
Non-owner spouse signature (when do				20
Signed and dated at	, Alberta at	m.on		,20
			No. of the Control	
Non-Owner Spouse Signature		Non-Owner Spouse	Mama (burn)	
Witness Signature		Witness Name (print	1)	
The following is for information purpose	ree and has no effect r	on the contract's terr	ns!	
	Sea alla lias ito citori o	ni ala oonaast o zan		
REJECTION  I do not accept this offer/counter offer. No	counter offer is being m	nada.		
Date:				
Seller;		_ Buyer:		
CONVEYANCING INFORMATION				
Seller's Information:		Buyer's Informat	lon:	
Address		Address		
N		. :-		
PhoneFax		_ Phone	Fax	
Email		_ Email		
Lawyer Name		Lawyer Name		
Firm			·····	
Address		Address		
PhoneF	ax		Fax _	
Fmail		Emall		

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Page 6 of 6







#### SCHEDULE "A" TO THE REAL ESTATE PURCHASE CONTRACT entered into between

#### **BDO Canada Limited**

(the "Seller") and

2025876 alberta Ltd.

(the "Buyer")

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

#### AS IS - WHERE IS

- 1. The Buyer acknowledges and agrees to purchase the lands, all buildings and improvements located on the lands (the "Property"), and any and all fixtures ("Attached Goods") and chattels ("Unattached Goods") included in the Real Estate Purchase Contract or included in the sale of the property, "as is" and agrees with the Seller that neither the Seller, nor its agents or representatives have made any representations or warranties with respect to the Property or any Attached Goods or Unattached Goods included in the sale of the Property. Without limiting the generality of the foregoing, the Buyer agrees that neither the Seller nor its agents have made any representations or warranties with respect to:
  - a) the condition of any buildings or improvements located on the Property;
  - the condition of any Attached Goods or Unattached Goods included in the Real
     Estate Purchase Contract or otherwise sold with the Property;
  - whether the Property complies with any existing land use or zoning bylaws or regulations, or municipal development agreements or plans;
  - the location of any buildings and other improvements on the Property and whether such location complies with any applicable municipal bylaws or regulations;

- whether or not any buildings or improvements located on the Property encroach onto any neighbouring lands or any easements or rights of way;
- f) whether or not any buildings or improvements located on any neighbouring lands encroach onto the Property;
- g) the size and dimensions of the Property or any building or improvements located thereon;
- h) whether or not the Property is contaminated with any hazardous substance; and
- i) whether or not any of the buildings or other improvements located on the Property have been insulated with urea formaldehyde insulation.

#### OWNERSHIP OF UNATTACHED GOODS

2. The Buyer agrees that the Seller is selling only such interest as it may have in any Attached goods or Unattached Goods referred to in the Real Estate Purchase Contract, or which may be located on the Property, and the Seller does not warrant that it has title to such Attached Goods or Unattached Goods. Further, the Buyer agrees that the Seller will not be liable for the removal of any chattels found on the Property prior to or on the date of closing. On closing, the Buyer may have possession of the Attached Goods and Unattached Goods which are then on or about the Property on an "as is" basis, and the Seller will not provide a Bill of Sale, Warranty, or other title document to the Buyer. Further, there will be no adjustment or abatement of any kind to the Purchase Price with respect to any Attached Goods or Unattached Goods.

DW		
Buyer's Initial	Seller's Initial	
Date: <u>MARCH 21/201</u> 7	Date:	

#### **REAL PROPERTY REPORT & COMPLIANCE**

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

#### CONDOMINIUM

- 4. If the Property is a condominium:
  - a) the Seller is not required to provide any condominium documentation to the Buyer and the Buyer shall be solely responsible to obtain any condominium documentation he may require. Without limiting the generality of the foregoing, the Buyer must obtain on his own and at his sole costs and expenses any estoppel certificate. Copy of the condominium bylaws and financial statement for the Condominium Corporation that he may require;
  - b) the Buyer must satisfy himself with the condition of the condominium unit, the common property, and the financial condition of the condominium corporation and agrees that neither the Seller not its agents, have made any representations or warranties pertaining to same including, without limiting the generality of the foregoing, the adequacy of any reserve fund the condominium corporation might have, any potential special assessments which might be levied by the condominium corporation or the existence of any legal actions pending against the condominium corporation;
  - c) the Seller shall be responsible for amounts payable up to the closing date on account of any condominium fees and special assessments levied by the condominium corporation.

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

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

#### ACCEPTANCE BY FACSIMILE

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

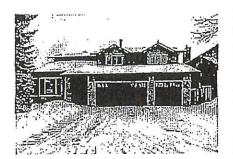
#### FORECLOSURE PROCEEDING

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

DW	200	
Buyer's Initial	Seller's Initial	
Date: MARCH 21/2017	Date:	

#### **63 SUNCASTLE BA SE**

;



C4103856 Active

8410877

Class: Detached Type: Style: Detached 2 Sty Split Year Built: LINC #: 1985 0014613054

Land Use: R-C1 Title to Land: Fee Simple

Restrictions: See Remarks

Legal Plan:

Conform Rpt:

B1k: 26

New Hm:

Lot: 20

\$1,399,900 LP: SP: OP: \$1,399,900 CDOM: 11 PD: DOM: 11 Area: Zone: Calgary Zone S Community: Sundance 275 Postal Code: Condo Type: T2X 2M1 Not a Condo Possession: LP/SF

\$429.0

Tax Amt/Yr: \$9,260/2016 0 Local Imp Amt: HOA: Yes/\$260/Other

Condo Fee:

Member Only Remarks: Judicial listing. Sold as is where is with no warranties or representations. Schedule A must accompany all offers. Appliances are not included in the sale. RPR not available. Please contact listing agent for instructions regarding deletions to the purchase agreement. All showings require 24 hour minimum notice to tenants, no showing Sundays. No lockbox on property.

Judicial sale, lakefront home with private lake access and a triple car attached garage. \*\* Please contact Dorothy Rice 403 919 7355 March 18 through March 28 for all questions \*\*

Room Type	DIm/M	Dim/Ft Loyel	Room Typa	Dlm/M	Pim/Et Level	Bedrooms A	/T: 3/3 R	ms Ab	v: 3 F/H	Baths	: 2/1
Bedroom Bedroom	3.6X3.3 4.3X3.7	11'11'X10'11" U 14'0'X12'1" U	Bedroom	5.0X6.1	16'5"X19'11" M	Baths: EnSt Bth:	2P 1 0	3P 1 0	4P 0 1	5P 0 0	6P 0 0
						Level Main: Upper: Above Grade Lower: Below Grade	:		Sq Ft 2,443 820		
				Property In	formation	Total A.G.	303.14		3,263		

See Remarks

Heating: Fin FP/Rgh-In: Lot Shape:

Flooring:

Rectangular Lot Sq M: Frntg X Depth: 874.00 m2 21.5 See Remarks

Fuel: See Remarks Fuel:

Roof Type: Front Exp: Parking: Features: Site Influences:

Basement:

Construction:

Foundation:

Exterior:

Sulte:

6/Triple Garage Attached None Backs Onto Lake None

Suite - None See Remarks

See Remarks

See Remarks

See Remarks Northwest

See Remarks-Fully Finished

Goods Included: Goods Excluded: HOA Fee Incl:

Yes/\$260/Other See Remarks

Agent & Office Information

LIST REALTOR®: List Firm: Comm:

Dwayne Reilander dwayne@propertyway.ca GREATER CALGARY REAL ESTATE 1.5% first \$100,000, 1.5% paxt \$400,000, 8.3

Appt: Appt Nm: Fax:

24 Hours Notice Required, Restricted Access Dorothy Rice 403-278-2900 403-592-7068 List Date:

List Date:

03/10/2017

Seller: Ownershp: Exclusion/SRR:

BOSP BDO Judicial Sale No/Yes

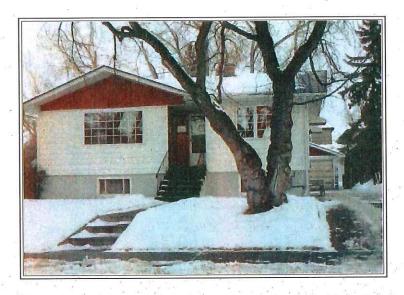
Occupancy:

Tenant

Expiry Date: Withdrawn Date:

Printed: 03/21/2017
INFORMATION HEREIN DEEMED RELIABLE BUT NOT GUARANTEED. MEASUREMENTS ARE PER RESIDENTIAL MEASUREMENT STANDARDS (RMS) UNLESS OTHERWISE STATED.

### APPRAISAL OF



A Single Family Bungalow

### LOCATED AT:

724 55 Avenue SW Calgary, AB T2V 0G3

#### FOR:

2025876 Alberta Ltd.

#### AS OF:

March 16, 2017

#### BY:

Simon Cormier CRA Wallace Appraisal Services Real Estate Appraisers & Consultants 2nd Floor, 203 38 Avenue NE Calgary Alberta T2E 2M3

March 16, 2017

2025876 Alberta Ltd.

Address of Property:

724 55 Avenue SW Calgary, AB T2V 0G3

Market Value: \$

\$475,000

At your request, I have done a form appraisal report on the above-noted property, for the purpose of estimating its Updated Market Value as of March 16, 2017. I previously completed an EXTERIOR inspection of the property on December 30, 2016 and have assumed that there have been no notable changes to the property since that time. I have done an analysis of recent sales, active listing information, and property history, as well as other factors affecting Market Value as of the effective appraisal date.

Based on my investigations and analyses, it is my considered opinion that the current Market Value of this property, as of March 16, 2017 was:

Four Hundred and Seventy Five Thousand .

This estimate of value is subject to the Limiting Conditions set forth on the certification page and to other such specific conditions as may be set forth in the body of the appraisal report.

I trust that the information in this report is sufficient for your purposes. Should you have any questions regarding the property, or require clarification regarding the information or conclusions in the report, please feel free to call.

Yours truly,

Simon Cormier

CRA

REFERENCE: VValidCe Applia	sal Services Ltd.	FILE NO.:	31236B
0005070 All 1-111	: Simon Cormier	CL E SE S	
	Wallace Appraisal	Services	
		en de description	at the second second
ADDRESS:  ADDRESS:  ADDRESS:	2nd Floor, 203 38 /		
	Calgary Alberta T2		Appraisal Institute
T E-MAIL:	simon@wallaceapp	oraisal.com	
PHONE: FAX: PHONE:	403-263-9669	FAX: 403-263-9668	of Canada
PROPERTY ADDRESS: 724 55 Avenue SW	ситу: Calgary	PROVINCE: AB	POSTAL CODE: T2V 0G3
LEGAL DESCRIPTION: Plan 1693AF; Block 24; Lot: The easterly 50 feet througho	ut of all that partian of L		
	ut of all that portion of LC	City of Color	ant Tay Information
in red excepting thereout all mines an minerals.		Source: City of Cargo	ary Tax Information
MUNICIPALITY AND DISTRICT: Calgary, Alberta	·		
ASSESSMENT: Land \$ N.A. Imps \$ N.A. Total \$ 574,00	Assessment Date: July	y 1, 2015 Taxes \$ 3,	544 Year 2016
EXISTING USE: Single Family Residential	OCCUPIED BY: Unl	known	
		Name Type: Cor	poration
NAME: 2025876 Alberta Ltd.		Nume Type: Oct	50.011011
PURPOSE OF THE APPRAISAL: To estimate market value (see definition herein) or X Other			S4 385
INTENDED USE OF THE APPRAISAL: To assist with a private sale		3	6
INTENDED USERS (by name or type): Corporation 2025876 Ltd.		- E	
REQUESTED BY: X Client above Other	2 1	0	40
THIS APPRAISAL REPORT REPRESENTS THE FOLLOWING VALUE: (if not current, see comments)	X Current	Retrospective Prospective	
	December 30, 2016		66
	and the state of t		<u> </u>
PROPERTY RIGHTS APPRAISED: X Fee Simple Leasehold Other (see comments) OTH	ER OWNERSHIP: Cooperativ	e Condominium/Strata Other	
MAINTENANCE FEE (if applicable): \$	14 15	*	
¥	ē:		(6)
IS THE SUBJECT A FRACTIONAL INTEREST, PHYSICAL SEGMENT OR PARTIAL HOLDING? X No	Yes (if yes, see commer	nts)	
VALUE APPROACHES USED IN THE DEVELOPMENT OF THIS APPRAISAL: X DIRECT COMPARISON APPR			*
			If yes, see attached addendum.
EXTRAORDINARY ASSUMPTIONS & LIMITING CONDITIONS  An extraordinary assumption or limiting		Programme Colores Colores (Colores Colores Col	
HYPOTHETICAL CONDITIONS An hypothetical condition has been inve	ked in this appraisal report.	YES X NO	If yes, see attached addendum.
JURISDICTIONAL EXCEPTION A jurisdictional exception has been inve	ked in this appraisal report.	YES X NO	If yes, see attached addendum.
NATURE OF DISTRICT: X Residential Commercial Industrial Agricultural			From To
	gricultural	AGE RANGE OF PROPERTIES (years): 1	80
	9		
V cutti		PRICE PANCE OF PROPERTIES	160.000 ls 1.200.000
TREND OF DISTRICT:Improving X StableTransitionDeteriorating			160,000   s 1,200,000
BUILT-UP: X Over 75% 25 - 75% Under 25% Rural		Single Family Properties	
		Single Family Properties  MARKET OVERVIEW: Supply: Good	X Average Poor
BUILT-UP: X Over 75% 25 - 75% Under 25% Rural		Single Family Properties	
BUILT-UP:   X Over 75%   25 - 75%   Under 25%   Rural		Single Family Properties  MARKET OVERVIEW: Supply: Good Demand: Good PRICE TRENDS: Indice:	X Average Poor X Average Poor S Stable Declining
BUILT-UP:   X Over 75%   25 - 75%   Under 25%   Rural		Single Family Properties  MARKET OVERVIEW: Supply: Good Demand: Good PRICE TRENDS: Indice:	X Average Poor X Average Poor S Stable Declining
BUILT-UP: X Over 75% 25 - 75% Under 25% Rural  CONFORMITY Age: Newer X Similar Older  Condition: Superior Similar X Inferior  Size: Larger X Similar Smaller  COMMENTS: The subject property is located in a south Calgary neighbourhood	known as Windsor Parl	Single Family Properties  MARKET OVERVIEW: Supply: Good Demand: Good PRICE TRENDS: Increase  k. The boundaries are 50th Ave	X Average Poor X Average Poor asing X stable Declining nue to the north, Elbow
BUILT-UP: X Over 75% 25 - 75% Under 25% Rural  CONFORMITY Age: Newer X Similar Older  Condition: Superior Similar X Interior  Size: Larger X Similar Smaller  COMMENTS: The subject property is located in a south Calgary neighbourhood  Drive on the west, MacLeod Trail on the east and 58th Avenue on the south	known as Windsor Parl	Single Family Properties  MARKET OVERVIEW: Supply: Good Demand: Good PRICE TRENDS: Increa  k. The boundaries are 50th Ave about 60 years old and is fully	X Average Poor X Average Poor asing X stable Declining nue to the north, Elbow developed. Windsor Park
BUILT-UP: X Over 75% 25 - 75% Under 25% Rural  CONFORMITY Age: Newer X Similar Older  Condition: Superior Similar X Inferior  Size: Larger X Similar Smaller  COMMENTS: The subject property is located in a south Calgary neighbourhood Drive on the west, MacLeod Trail on the east and 58th Avenue on the south is a residential district but has a mix of housing types. To the north there are	known as Windsor Park The community is now e mostly single family ho	Single Family Properties  MARKET OVERVIEW: Supply: Good Demand: Good PRICE TRENDS: Increa  k. The boundaries are 50th Ave about 60 years old and is fully pmes, some duplexes and infill	X Average Poor X Average Poor asing X Stable Declining onue to the north, Elbow developed. Windsor Park housing. At the southern
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BUILT-UP: X Over 75% 25 - 75% Under 25% Rural  CONFORMITY Age: Newer X Similar Older  Condition: Superior Similar X Inferior  Size: Larger X Similar Smaller  COMMENTS: The subject property is located in a south Calgary neighbourhood Drive on the west, MacLeod Trail on the east and 58th Avenue on the south is a residential district but has a mix of housing types. To the north there are end are multi-family projects, typically three and four floor walk-up apartmer	known as Windsor Park. The community is now e mostly single family hot buildings. Windsor Park here.	Single Family Properties  MARKET OVERVIEW: Supply: Good Demand: Good PRICE TRENDS: Increa  k. The boundaries are 50th Ave about 60 years old and is fully pmes, some duplexes and infill	X Average Poor X Average Poor asing X stable Declining nue to the north, Elbow developed. Windsor Park housing. At the southem regional shopping mall,
BUILT-UP: X Over 75% 25 - 75% Under 25% Rural  CONFORMITY Age: Newer X Similar Older  Condition: Superior Similar X Inferior Size: Larger X Similar Smaller  COMMENTS: The subject property is located in a south Calgary neighbourhood Drive on the west, MacLeod Trail on the east and 58th Avenue on the south is a residential district but has a mix of housing types. To the north there are end are multi-family projects, typically three and four floor walk-up apartmer Chinook Centre. A full range of shops, services and amenities are available SITE DIMENSIONS:15.23m x 39.62m	known as Windsor Park. The community is now e mostly single family hot buildings. Windsor Park here.	Single Family Properties  MARKET OVERVIEW: Supply: Good Demand: Good PRICE TRENDS: Incre k. The boundaries are 50th Ave about 60 years old and is fully omes, some duplexes and infill rk is close to Calgary's largest re	X Average Poor X Average Poor asing X Stable Declining nue to the north, Elbow developed. Windsor Park housing. At the southern regional shopping mall,
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BUILT-UP: X Over 75%  25 - 75%  Under 25%  Rural  CONFORMITY Age: Newer X Similar Older  Condition: Superior Similar X Inferior  Sizè: Larger X Similar Smaller  COMMENTS: The subject property is located in a south Calgary neighbourhood  Drive on the west, MacLeod Trail on the east and 58th Avenue on the south is a residential district but has a mix of housing types. To the north there ar  end are multi-family projects, typically three and four floor walk-up apartmer  Chinook Centre. A full range of shops, services and amenities are available  SITE DIMENSIONS: 15.23m x 39.62m  SITE AREA: 603 Sq. M. Sq. Fi. X Sq. M. Acres Hestares  Source: Registered survey plan  TOPOGRAPHY: Interior lot - mild slope to the street	known as Windsor Parl . The community is now e mostly single family ho t buildings. Windsor Parl here. UTILITIES: X Telephone Open Ditch WATER SUPPLY: X Municipal	Single Family Properties  MARKET OVERVIEW: Supply: Good Demand: Good PRICE TRENDS: Incre k. The boundaries are 50th Ave about 60 years old and is fully omes, some duplexes and infill if is close to Calgary's largest in  X Sanitary Sewer Storm Sewer Private Well Other  d X Paved Road X Lane	X Average
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RENCE:								vices Ltd						
YEAR BUILT (estimated)	: <u>1956</u>	BUILDING :	TYPE:	Detach	ed				RO	OFING:	Aspha			
EFFECTIVE AGE:	60 year	s DESIGN/S1	TYLE:	Bungalo	ow.				Cq	ndition: .	Good	X Av	erage 🔲 Fair	. Poor
REM. ECONOMIC LIFE:			CTION:	Wood f	rame									
DEPRECIATION	92.0 %	BASEMEN		Full - su					E)	TERIOR FINIS				
	-	ESTIMATE	D BASEME	NT AREA:	Develop	ed X	Sq. M.	Se Ft.	- 1	ndition:	Good	X Av	rerage Fair	Poor
NEW CONSTRUCTIO	NONLY	BASEMEN	T FINISH:	0 to 2	5% 25	5 to 50%		75 to 10	0%					
CONSTRUCTION COM	the state of the s	WINDOWS		Wood s									<u></u>	
PERCENTAGE COMPL		FOUNDATE	ON WALLS:	Poured	concret	е			<u> </u>					-
BEDROOMS(#)	BATHROOMS(#)			INTERIOR	FINISH	Walls	Ceitings C	LOSETS:		Good	X Averag	ge	Fair	Poor
Large	2-piece	(	Good	Drywali		X	X	VSULATION:	Х	Ceiling	X Walls		Basement	Crawl Sp
2 Average	3-piece	$\overline{X}$	Average	Plaster		X	X	nfo Source:	Ass	ımed - b	uilding a	age		
Small	1 4-piece		Fair	Panelling	-			LUMBING LIN	ES: Copp	er supply li	nes/ ABS o	Irains_	Inlà Source: ASSL	ımed
	5-piece	·	Poor					LOOR PLAN:		Good	X Avera	ge	Fair	Poor
	-							UILT-INS/EXT	RAS:	Stove	Oven		Dishwasher	Garburat
FLOORING: Carpe	t, hardwood,	linoleum	1 .					Vacuum		Security Syster	n 🔲 Firepi	ace(s)	. Skylights	Solarium
ELECTRICAL: Fu	The state of the s							HR Ventils	ılor 🗌	Central Air	Air C	eaner	Sauna	Whirlpoo
	APACITY OF MAIN PA	EL: 100	0		amps			Garage O	pener	Swimming Poo	X app	oliance	S	
HEATING SYSTEM: F				Fuel tvo	e: Natura	l Gas								
_	Type: Gas			— "	<del></del>			OVERALL INT.	COND:	Good	X Avera	ge .	X Fair	Poor
ROOMALLOCATION					-		•							
	ANCE LIVING	DINING K	KITCHEN	FAMILY	BEDROOMS	DEN	FULLBATH	PART BATH	LAUNDRY			1	TOTAL	AREA
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	LS ROOMS:	4 BE	DROOMS:	2.	BATHROO	иs: 1F	T	T	Y Y		<u> </u>	1	4	
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passement  order totals  basement finishes expired 2014 that this is a  garages/carport decks patios; oth  comments: The appraiser pe MLS listing ( well as 2 be	ROOMS: SUTILITY: The SU  I MLS listing ( 1 bedroom si  S: Detached ( IER IMPROVEMENTS:  Subject is a ( Orformed an E (c3617454).  drooms. It is	7 Bibject's bic361748 ic361748 double giften control detached XTERIO The MLS assume	1  EDROOMS: DASEME  54). It i  a sma  arage ( oncrete  d single  R drive  3 listing  d that	3 ent was is a full, ill kitche (below a e walkw e family e-by ins g indicat it also ii	sathroom not inspring poured en, one because ay, mater bungalconted that notices.	ws: 2F ( ected beconcret bedroom  condition ure trees  www.with only. In the mail	of the spanning of the spannin	praiser. nent that ily room value) front yar al basem on abou s curren	Information and a a d., sing the suit the suit the suit grade	ation ab edly con full bath de aspha te and a ibject wa g used a . There it is high	out the tains an oom.  It front content conten	drivewa ed doul ted fro ice, bu	ay, lawns, et ble garage. m an expire tincludes a n of any rec	e from ar assumed c. The d Oct. 20 kitchen,

ERENCE:		Wall	ace Appraisal	Services Lt	d.		FILE NO.: 31236B	
LAND VALUE AS IEVA	CANT: \$ 455,000	SOURCE OF DA	TA: MLS				value is estimated l	
nnroved nrot	perty sales and an ab	straction method wi	nich deducts t	he value of i	mproven	nents from a	total property sale p	orice.
rvietine des- Sin	igle family residentia							
EXISTING USE. OTT	USE OF THE LAND AS IF VACANT:	X Decidential Other						
HIGHEST AND BEST C	JSE OF THE PROPERTY AS IMPRO	VCD. X Evicting Decidential Lies	Other			,		
HIGHEST AND BEST C	clusion: The highest ar	nd hoet use is its exit	sting residenti	aluse An a	elternate	highest and b	est use of the subje	ect is for
SUMMARY AND CONC	the site for the purp	acc of redevelopmen	of with two in-	fill style hom	es			
SUDDIVISION OF	the site ior me borb	ose of redeveloping	IL WILLI COO III-I	ini otyle non				
					OMPARABLE N	0.2	COMPARABLE	ND 3
		COMPARABLE		Description	······································	\$ Adjustment	Description	\$ Adjustment
	SUBJECT	Description ;	\$ Adjustment	703 50 Ave		ф Аојозински	635 50 Avenue SV	
724 55 Aven	ue Svv	516 51 Avenue SW	'	Calgary	ilac ovv		Calgary	,
Calgary	7	Calgary		MLS- c407	8370		MLS- c4059547	
DATA SOURCE		MLS- c4086659				-	May 15, 2016	
DATE OF SALE		October 28, 2016		Sept. 30 , 2	2010		\$ 515,000	
SALE PRICE	\$ .·	s 595,000	-	s 530,000			32	
DAYS ON MARKET		11		32		F0 000		45.00
LOCATION	Windsor Park	Windsor Park	-55 <u>,000</u>		ark	-50,000	Windsor Park	-45,00
SITE SIZE	603 Sq.M.	557 Sq.M.		557 Sq.M.	<u>_</u>		557 Sq.M.	
BUILDING TYPE	Detached	Detached		Detached			Detached	<u> </u>
DESIGN/STYLE	Bungalow	Bungalow	-	Bungalow	i		Bungalow	<u> </u>
AGE/CONDITION	60 Average		-60,000		uperior	-10,000	60 Average	4.00
LIVEABLE FLOOR ARE	a 98 Sq.M.	93.8 Sq.M.	1,000	103.1 Sq.M	A. ;	-2,000	96 Sq.M.	1,00
	Total Bdrms Baths	Total Bdrms Baths	<u> </u>	Total Bdrms	Baths		Total Barms Baths	!
ROOM-COUNT	4 2 1F	4 2 1F		6 3	1F		5 3 1F	 
BASEMENT	Suite - average	Fully finished- sim		Fully finished	1-sim 🚶	<u> </u>	Suite	1
PARKING	Double detached	Single detached	2,000	Double det	ached		No garage	4,00
- A TANKO								1
-		•			- 1			
								Transfer of
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			<u> </u>		<u>'</u>			1
			<u> </u>	<u> </u>	1			<u> </u>
		400 400	s 112,000	117.	-11.7%	s 62,000	9.7% -7.8%	s 40.0
ADJUSTMENTS (Gro	iss%, Net%, Dollar)	19.8% -18.8%	483,000		1 1 1 701	468,000		475,0
ADJUSTED VALUES		<u>                                     </u>	483,000	1   5				
COMMENTS:	* The location adjustr	ment category reflec	ts a net adjust	ment that co	omomes	DOUT IOCAUDIT	noon of hoing locate	od two lote
adjustments	factored in the follow	wing: The subject's le	ess desirable i	попп раскув	ara, ine a	aaverse iriilue.	rices of Delity locate	noncible
from a chur	ch + parking lot and i	ts proximity to Elbou	Drive, and th	e narrow re	ar Iane a	ccess includir	ig the ilmitations for	possible
future redev	relopment.							
The three s	ales are similar aged	single family bungal	ow style home	s located w	ithin the	subject's com	munity of Windsor I	ark.
Sale 1. desi	oite having a slightly	shallower site, has a	superior local	tion as it has	s full lane	access and i	t is a quieter locatio	n turther fro
Elbow Drive	. The home has sup	perior condition and t	updates, the fl	oor area is s	slightly sr	naller, and it h	nas a smaller garag	e type.
, , , , , , , , , , , , , , , , , , , ,	•							
Sale 2 is a r	more attractive south	corner lot, it has su	perior access	to rear park	ing from	a lane and de	espite being on a co	llector stree
it is a more	desirable location wil	h greater redevelop	ment potential	. The home	has sup	erior features	and appeal, and th	ie floor area
slightly large		5, 00.0, 100010100				,		
Silgitty large	<i>7</i> 1.							
Calo 2 has	a more desirable loca	etion with a south ha	ckyard and h	as superior	access to	o rear parkino	from a lane offerin	g greater
Sale 3 Has	a more desirable loca rent potential. The h	amon with a south ba	al the floor	rea is slinhtl	v smaller	and there is	no garage on site.	
reaevelopm	ент ротениат. ТПе П	una nas sinilai appi	ou, the noor a	. ou io ongriti	, 011101101			
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				:				
ESTIMATED VALU	IE BY THE DIRECT COMPARISON	APPROACH (founded): \$ 475	,000					

ERENCE:	Wallace Appraisal Services Ltd. FILE NO.: 31236B
ANALYSIS OF KNOWN CURRENT AGREEMENT'S FOR SALE, OPTIONS,	LISTINGS OR MARKETING OF THE SUBJECT: (minimum of one year)  The subject was listed for sale on the MLS on
March 10, 2017 for \$589,900. The listing r	emains active.
ANALYSIS OF SALE TRANSFER HISTORY: (minimum of three years)	ne subject was listed for sale on May 24, 2014 for \$725,000 and expired on October 30,
2014. The subject was not sold.	
ANALYSIS OF REASONABLE EXPOSURE TIME: A reasonable	exposure time in the current market environment would be up to 90 days.
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(6. *	
RECONCILIATION AND FINAL ESTIMATE OF VALUE: The three	sales used produced an adjusted range of value from \$468,000 to \$483,000 and an
average sale price of \$475,333. The three	e sales were equally considered in determining the final value. The final value is estimated
to be \$475,000. Older sales and active lis	stings located within the subject's community were also reviewed.
19 to	
average sale price of \$475,333. The three to be \$475,000. Older sales and active lis	
2	8 14 9 18 14 9 18 14 9 18 14 9 18 14 9 18 14 9 18 14 9 18 14 14 18 18 18 18 18 18 18 18 18 18 18 18 18
2	
5. A. A.	
UPON REVIEWING AND RECONCILING THE DATA, ANALYSES AND AS AT March 16, 2017	CONCLUSIONS OF EACH VALUATION APPROACH, THE MARKET VALUE OF THE INTEREST IN THE SUBJECT PROPERTY
ASAT March 16, 2017	(Effective Date of the Appraisal) IS ESTIMATED TO BE \$ 475,000
THIS REPORT WAS COMPLETED ON: March 16, 2017	
DEFINITION OF MARKET VALUE: The most probable price which a propr	orty should bring in a competitive and open market as of the specified date under all conditions requisite to a fair sale, the buyer and seller each acting prudently and
knowledgeably, and assuming the price is not affected by undue stimulus.	
Implicit in this definition is the consummation of a sale as of a specified date	and the passing of title from seller to buyer under conditions whereby; buyer and seller are typically motivated; both parties are well informed or well advised, and acting
in what they consider their own heat interests; a reasonable time is allowed to	or exposure in the open market; payment is made in terms of cash in Canadian dollars or in terms of financial arrangements comparable thereto, and the price represents
the normal consideration for the property sold unaffected by special or creative	
(Source: Canadian Uniform Standards of Professional Appraisal Practice) No.	ite: If other than market value is being appraised, see additional comments.
DEFINITION OF HIGHEST AND BEST USE: The reasonably probable ar	d legal use of the property, that is physically possible, appropriately supported, and financially feasible, and that results in the highest value.
DEFINITION OF FREE PARTY AND DECISION OF THE	
	A 11 and analysis to propose a control
The scope of the appraisal encompasses the due diligence undertaken by the	appraiser (consistent with the terms of reference from the client, the purpose and intended use of the report) and the necessary research and analysis to prepare a report at Practice (CUSPAP) of the Appraisal Institute of Canada. The following comments describe the extent of the process of collecting, confirming and reporting data and its
in accordance with the Canadian Uniform Standards of Professional Appliance analysis, describe relevant procedures and reasoning details supporting the	nalysis, and provide the reason for the exclusion of any usual valuation procedures.
The appraisal issue that is the focus of this engagement has been discussed	and defined with the client, the work required to solve the issue planned, and the necessary market data acquired, analyzed and reconciled into an estimate of market
value in a manner typically expected in a "form" report.	
The specific tasks and items necessary to complete this assignment include	summary of the following:
assembly and analysis of relevant information pertaining to the property	being appraised, including listing and acquisition particulars if acquired within three years prior to the effective date of the appraisal;
an inspection of the subject property and the surrounding area;     assembly and analysis of pertinent economic and market data;	
<ol> <li>an analysis of land use controls pertaining to the subject property;</li> </ol>	
<ol> <li>a summary discussion and statement of "Highest and Best Use", or mo</li> <li>a discussion of the appraisal methodologies and procedures employed</li> </ol>	at probable use; in arriving at the indications of value;
7 inclusion of photographs mans graphics and addendum/exhibits when	deemed appropriate; and
8. reconciliation of the collected data into an estimate of market value or r	narket value range as at the enective date on the appraisa.  four knowledge, factual. Due to the type of property being appraised and the nature of the appraisal issue, the findings have been conveyed in this "form" format.
All data considered appropriate for inclusion in the appraisal is, to the best of	out Krowneuge, ravidat, out to the type of property being approach and the material that approach issued, the mining have been consequent and the formal
8	
other: The appraiser performed a drive-by	EXTERIOR inspection only. The building size was based on the City of Calgary
Assessment. Information regarding the lo	egal description and lot size, was obtained from public records such as the City of Calgary
Assessment department or Alberta Regis	stries. Sales information was compiled from the database of the Calgary Real Estate Board
and from appraisals on file in our office.	Photographs of comparable sales were viewed, including interior photographs when
available, but they were otherwise not in	spected.
<u> </u>	

DENCE:		Wallace Ar	opraisal Services Ltd.	FILE NO.:	31236B
ERENCE:	ANS & LIMITING CONDITIONS	6.4 Ju	The grant was		2 Sec. 2
The certification that appea  1. This report is prepared supervisory appraiser, so by any such person as so yar with further advice from the appraiser will not be free and clear of all end.  1. The subject property is 5. No survey of the prope 6. This report is complete limited to, adequate tim 7. Unless otherwise state or adverse environmen conditions unless they:	at the request of the cilent and for the specific use is subject to the qualification in paragraph 11 below. L a result of decisions made or actions based on this ions, including economic, social and political factors the properties of the propriet of th	referred to herein. It is not reason, tability is expressly denied to any report. Diligence by all intended us s change rapidly and, on occasion, ect either the property being apprais ed in this report. The property is a functuding zoning, building codes an ort shows approximate dimensions it concerning this appraisal is not re nereto and the provision of appropri tuding the presence of hazardous we apparent during the normal reseate intending the normal resear.	without warning, the market value estimate expressi- sed or the title to it. No registry office search has be opraised on the basis of it being under responsible or d health regulations and, if it doesn't comply, its non and is included only to assist the reader of the repo- equired unless specific arrangements to do so have I	the consent and, accordingly, no resported as of the date of this appraisal cannot en performed and the appraisar assume whership.  compliance may affect market value. It in visualizing the property. Been made beforehand. Such arrangemils, physical structure, mechanical or oth roperty more or less valuable. It has be should not be construed as an environm implied, regarding the condition of the p	t be relied upon as of any other date exc s that the title is good and marketable a ents will include, but not necessarily be er operating systems, its foundation, etc ental audit or detailed property condition
The appraiser is not questated, the property is government or otherwise party is cautioned to re     The analysis set out in	ualified to comment on environmental issues that m assumed to be free and clear of pollutants and cont isse, and free of any environmental condition, past, p tatin an expert qualified in such issues. We express this report relied on written and verbal information	hay affect the market value of the price taminants, including but not limited present or future, that might affect the sty deny any legal liability relating to obtained from a variety of sources infection, appropriate of any work of the state of the price of	roperly appraised, including but not limited to polituic to moulds or mildews or the conditions that might gi the market value of the property appraised. If the pa to the effect of environmental issues on the market v we considered reliable. Unless otherwise stated her probability to be completed in a good and workmanlike	we rise to either, and in compliance with ty relying on this report requires informa alue of the subject property. ein, we did not verify client-supplied info manner. Further inspection may be rec	ation about environmental issues then the ormation, which we believed to be corre- quired to confirm completion of such wo
The contents of this re     properly entered into e     provided for in the prov     confidentiality and priv     Documents Act (PIPE)	port are confidential and will not be disclosed by the vidence of a duly qualified judicial or quasi-judicial visions of the Canadian Uniform Standards of Profe racy of any personal information contained herein a	e author to any party except as pro body. The appraiser acknowledge essional Appraisal Practice (the "St nd shall comply in all material resp	wided for by the provisions of the Canadian Uniform is that the information collected herein is personal an tandards") and in accordance with the appraiser's privacy poli- tects with the contents of the appraiser's privacy poli-	of confidential and shall not use or disclovacy policy. The client agrees that in accy and in accordance with the Personal i	see the contents of this report except as scepting this report, it shall maintain the information Protection and Electronic
The appraiser has agree format are appropriate     Written consent from t	eed to enter into the assignment as requested by the for the intended use. The author and supervisory appraiser, if applicable, the author and supervisory appraiser, if applicable, the supervisory appraiser, and the supervisory appraiser appraiser and the supervisory appraiser appraiser and the supervisory appraiser.	must be obtained before any part o	use specified by the client, which is stated in the re of the appraisal report can be used for any purpose br any other party or for any other use is expressly den g mortgagees (other than the client) and the public th	y anyone except the client and other inte	ended users identified in the report. Whi
addendums and their of granted, to modify, alti- electronically, digitally 15. If transmitted electron the appraisar, can be	content are the property of the author who has sign er, merge, publish (in whole or in part) screen scral, r, manually or by any other means whatsoever this sically, this report will have been digitally signed and relied upon without fault.	ned this report (the author). The clie pe, database scrape, exploit, repro appraisal report, addendum, all attradescent with personal passwords	in good standing. Use by any other person is a viole ont, intended users and any appraisal facilitator are s duce, decompile, reassemble or participate in any of achments and the data contained within for any com to lock the appraisal file, Due to the possibility of do e of the Superintendent of Financial Institutions Can emonstrated willingness and capacity to services his	their profition in permission of ex- her activity intended to separale, collect, mercial, or other, use. igital modification, only originally signed ada (OSFI) Residential Mortgage Unden	, store, reorganize; scan, copy, manipul reports and those reports sent directly
N 2		4 10 10	2 6 6 6 6 7 7 7 2 E C	*	
The statements of fac     The reported analyses     I have no past, preser     Have no bias with re     My engagement in an     My analyses, opinions     I have the knowledge     Except as hereir disc     As of the date of this	nt or prospective interest in the property that is the isspect to the property that is the subject of this report of compensation for this assignment were not conflict and conclusions were developed, and this report is and experience to complete this assignment completed, because the provided significant professional	subject of this report and no persor th or to the parties involved with this ngent upon developing or reporting has been prepared, in conformity we tetently, and where applicable this ro I assistance to the person(s) signing ts of the Appraisal Institute of Can-	predetermined results, the amount of value estimate with the Canadian Uniform Standards of Professional report is co-signed in compliance with the Canadian	e, or a conclusion favouring the client; Appraisal Practice (CUSPAP); Uniform Standards of Professional Appr	giment,
0 0		I State of the consider twent	he or the partifier and agrees that "I directly super-	ised the appraiser who prepared this ap	praisal report and, having reviewed the
CO-SIGNING AIC APPE report, agree with the sta	RAISER'S CERTIFICATION If an AIC appraiser atements and conclusions of the appraiser, agree to	nas co-signed this appraisal report be bound by the appraiser's certifi	, he or she certifies and agrees that "I directly supervication and am taking full responsibility for the apprai	sal and the appraisal report."	him a harman and a second and
PROPERTY IDENTIFIC	CATION		* * * *		D T0120
ADDRESS:	724 55 Avenue SW	3 9 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	слу: <u>Calgary</u>	PROVINCE: A	
LEGAL DESCRIPTION:	Plan 1693AF; Block 24; Lot: Th	ne easterly 50 feet thro	oughout of all that portion of Lot B	which is shown in Plan 1	559EO and theron outline
red excepting th	nereout all mines an minerals.	1		(i)	
BASED UPON THE DA	TA, ANALYSES AND CONCLUSIONS CONTAIN	ED HEREIN, THE MARKET VALI	UE OF THE INTEREST IN THE PROPERTY DESC	CRIBED,	
AS AT March 16		(Effective date of the appraisa	175 000	<u> </u>	(*) N
APPRAISER		2	CO-SIGNING AIC APPRAISER	(if applicable)	
A	5.		CIONATION		
SIGNATURE:	Jan Ca		SIGNATURE:	£	
- C. M. March Co.	non Cormier		NAME:		X ,
AIC DESIGNATION for	Mamber Statust: CRA	-	AIC DESIGNATION:		14

INCOME APPROACH

Form produced using ACI software, 800.234.8727 www.aciweb.com
Appraisal Institute of Canada © Ottawa, Canada 2012
Page 5 of 5

X EXTRAORDINARY ITEMS

DATE OF INSPECTION:

NARRATIVE

LICENSE INFO: (where applicable)

PERSONALLY INSPECTED THE SUBJECT PROPERTY: YES NO

NOTE: For this appraisal to be valid, an original or a password protected digital signature is required.

X PHOTOGRAPHS

DATE SIGNED: March 16, 2017

DATE OF INSPECTION:

X MAPS

PERSONALLY INSPECTED THE SUBJECT PROPERTY: X YES NO

ATTACHMENTS AND ADDENDA: ADDITIONAL SALES

December 30, 206

SOURCE OF DIGITAL SIGNATURE SECURITY: CRAL digital signature (password protected)

LICENSE INFO: (where applicable) Licensed in Alberta to Sept. 30, 2017

NOTE: For this appraisal to be valid, an original or a password protected digital signature is required.

X COST APPROACH

BUILDING SKETCH

## RESIDENTIAL APPRAISAL REPORT - ADDENDUM

RENCE:			oraisal Services Ltd.		
CLIENT: 2025	376 Alberta Ltd.	APPRA	ISER: Simon Cormier	0 2	
			Wallace Apprais	al Services	
TTENTION:		lo lo		88 Avenue NE	
DDRESS:		APPRAL:	Calgary Alberta	T2F 2M3	
-			0	appraisal com	Appraisal Institute
-MAIL:	VA	100			of Canada
HONE:	FAX:	PHONE	: 403-263-9669	FAX: 403-263-9668	
pproaches). The appraise ccompany statements of For the purpos	on is a hypothesis, either supposed or unconfirmed, where unknown or uncertain). An extraordinary limiting ar must conclude before accepting the assignment whieach opinion/conclusion so affected.  ses of this appraisal, which ir was assumed to be similar to	ncluded only an ext	terior inspection, the	general condition of the	
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		±)			4 II 7
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			in avairu e		- 100 
12 20 1				0 20 74	
		No. 100	4 6 10 1		
	IDITIONS  may be used when they are required for legal purpose,  ition, an Extraordinary Assumption is required (see at  ntext of the assignment. Following is a description of				
		8 A 8	* * * * * * * * * * * * * * * * * * * *		
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a P		8 8			
- F		8 8			
THEISDICTIONAL S	XCEPTION				
JURISDICTIONAL ET The Jurisdictional Extended following comments in	EXCEPTION Explion permits the appraiser to disregard a part or pa	arts of the Standards determined to 1	be contrary to law or public policy in a	given jurisdiction and only that part shall be	void and of no force or effect in that jurisdiction.
The Invisdictional Eve	contion parmite the appraiser to discended a part of pa	arts of the Standards determined to 1	be contrary to law or public policy in a	given jurisdiction and only that part shall be	void and of no force or effect in that jurisdiction.
The Invisdictional Eve	contion parmite the appraiser to discended a part of pa	arts of the Standards determined to 1	be contrary to law or public policy in a	given jurisdiction and only that part shall be	void and of no force or effect in that jurisdiction.
The Juriadiational Eve	contion parmite the appraiser to discended a part of pa	arts of the Standards determined to 1	be contrary to law or public policy in a	given jurisdiction and only that part shall be	void and of no force or effect in that jurisdiction.

# RESIDENTIAL APPRAISAL REPORT - COST APPROACH ADDENDUM

)FE	FERENCE:	Wallace Apprai	sal Services Ltd.		FILE NO.:	31236B	
Cr	CLIENT: 2025876 Alberta Ltd.	APPRAISER:	Simon Cormier		2 7		
		COMPANY:	Wallace Appraisa	al Services	2 H 1 H		
5	ATTENTION:	ADDRESS:	2nd Floor, 203 38	8 Avenue NE		9	
Ш	ADDRESS:	ADDRESS:	Calgary Alberta T				
ᄗ	V =		simon@wallacea			Appraisal In	stitute
	E-MAIL:	The state of the s	403-263-9669			of Canad	da
	PHONE: FAX:	PHONE:		FAX. 400-2	00 0000	\$	455,000
	LANDVALUE By abstraction		SOURCE OF DATA MLS	* _ 951		*	,00,000
	ESTIMATED COST NEW:						
	SOURCE OF COST DATA: MANUAL CONTRACTOR X OTHER E	stimated					
	BUILDING COST: Sq. M. X Sq. Ft.				COST NEW	DEPRECIATE	D COST
	Cross living area (finished liveable floor area above grade)		98 @\$ 1,6	\$00.00 s		\$	
	Personal Suite - average		. 0' @\$	\$	0	\$	5,000
	Garages/Carports Double detached - depreciated		@ \$	. \$		\$	4,000
	Garages Carpins Double decastred approximate			\$		\$	
				\$	54	\$	
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	OTHER EXTRAS		F			\$	
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	TOTAL REPLACEMENT COST		ye.	. , , \$	156,800	50.000	- 1
	ACCRUED DEPRECIATION:	s ·	1				10 511
				92.0 % \$	144,256	\$	12,544
	DEPRECIATED VALUE OF THE IMPROVEMENTS	У.				\$	21,544
ı	DEFRECIALED VALUE OF THE IIII NO TENE	_ 8 ar _ 87		a × 5			2 38
	CONTRIBUTORY VALUE OF THE SITE IMPROVEMENTS		2 2	9 8 9		\$	- FL
ı			4			\$	476,544
1	INDICATED VALUE		res "No e		production of the	\$	477,000
L	VALUE BY THE COST APPROACH(rounded)				NE N		111
i	NOTE: Unless otherwise noted the construction cost estimates contained herein were not p	prepared for insurance purpo	ses and are invalid for that use.	The Cost Approach is no	nt applicable when appraising in	dividual strata/condomini	um type
1	dwelling units.						
E	NOTE: Unless otherwise noted the construction cost estimates contained herein were not paywelling units.  COMMENTS: The Cost Approach serves a further check estimate, which was derived by the Direct Sales of the cost and the c	and the second	il and the cate of	فريما جام مطاعت	was not the besi	e for the final	value
ľ	COMMENTS: The Cost Approach serves a further chec	ck on the value	estimate by other	methous but	Was Hot the basi	a for the final	Value
ı	estimate, which was derived by the Direct Sales	Comparison Ar	proach.		37.		
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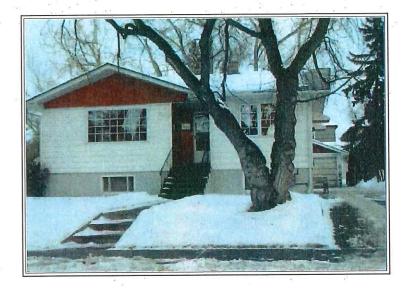
**Neighbourhood Comments** 

The subject property is located in a south Calgary neighbourhood known as Windsor Park. The boundaries of this are 50th Avenue to the north, Elbow Drive on the west, MacLeod Trail on the east and 58th Avenue on the south. The community is now about 60 years old and is fully developed. Windsor Park is a residential district but has a mix of housing types. To the north there are mostly single family homes, some duplexes and infill housing. At the southern end are multi-family projects, typically three and four floor walk-up apartment buildings. Windsor Park is close to Calgary's largest regional shopping mall, Chinook Centre. A full range of shops, services and amenities are available here.

#### Site Comments

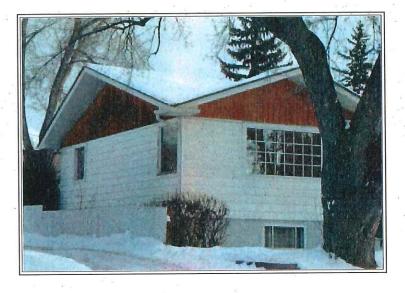
The subject is located at the west end of the community of Windsor Park. The lot is situated on the north side of 55 Avenue, two lots east of the church that sits on the NE corner of Elbow Dr. and 55 Avenue. The subject site is slightly larger than average in terms of its depth, measuring 130', which is 10' deeper than the neighbouring sites to the east. The lot that sits directly north of the subject also has a depth of 130'. The result is reduced rear access to the the subject site to approximately 10'. There is no lane access from the west side. The narrow rear access to the site poses a challenge for future redevelopment in terms of lane access to a rear garage. Therefore, despite the subject's larger site area, it is inferior to other sites in the area that have full lane access. At present the site has a single front asphalt driveway that leads to a detached double garage (little value). Other site improvements include mature trees in the front yard and a front concrete walkway. \*The subject reportedly contains an illegal basement suite.

File No. 31236B



FRONT VIEW OF SUBJECT PROPERTY

Appraised Date: March 16, 2017 Appraised Value: \$ 475,000



REAR VIEW OF SUBJECT PROPERTY



STREET SCENE

#### COMPARABLE PROPERTY PHOTO ADDENDUM

#### File No. 31236B



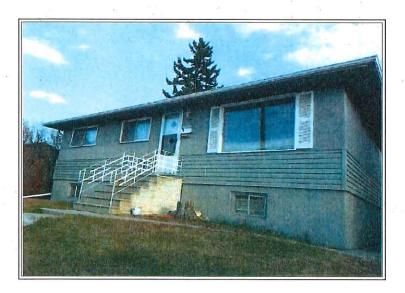
#### COMPARABLE SALE #1

516 51 Avenue SW Calgary Sale Date: October 28, 2016 Sale Price: \$ 595,000



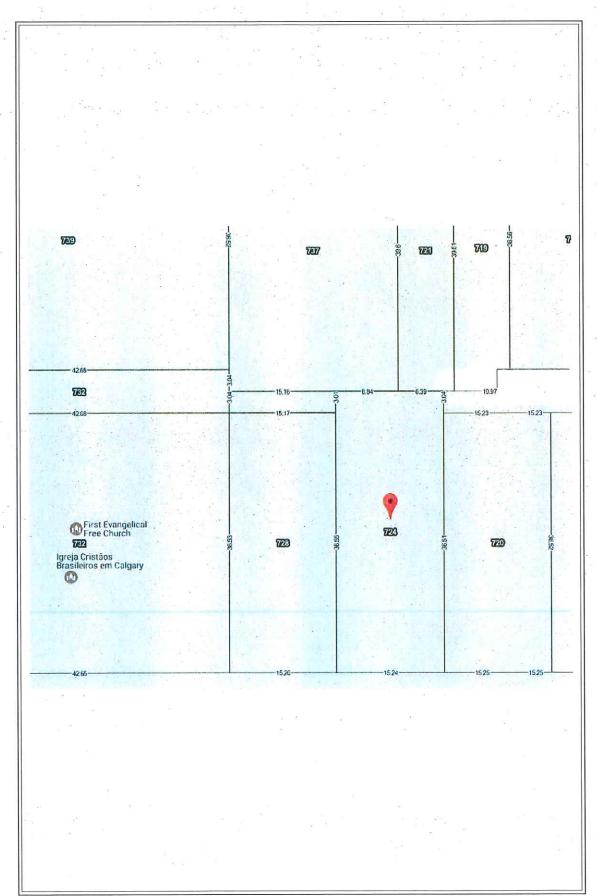
#### COMPARABLE SALE #2

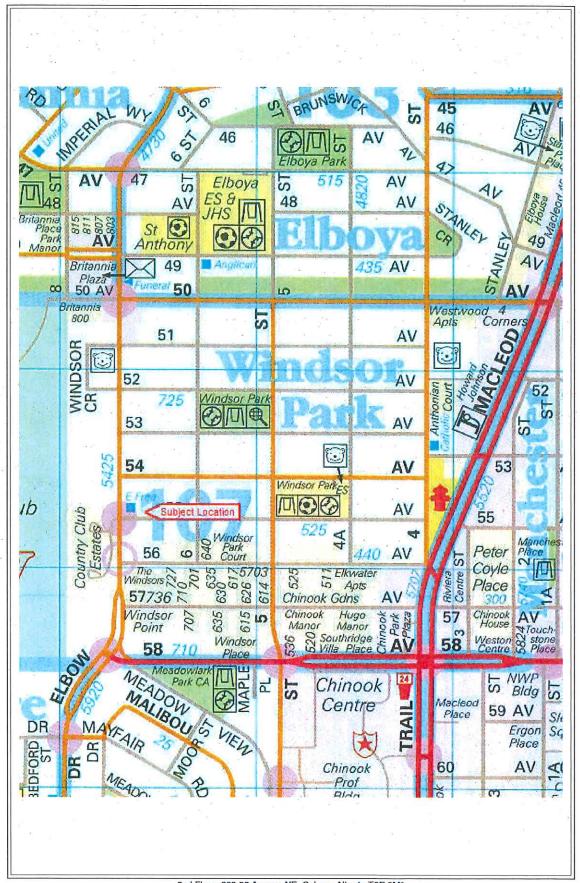
703 50 Avenue SW Calgary Sale Date: Sept. 30 , 2016 Sale Price: \$ 530,000

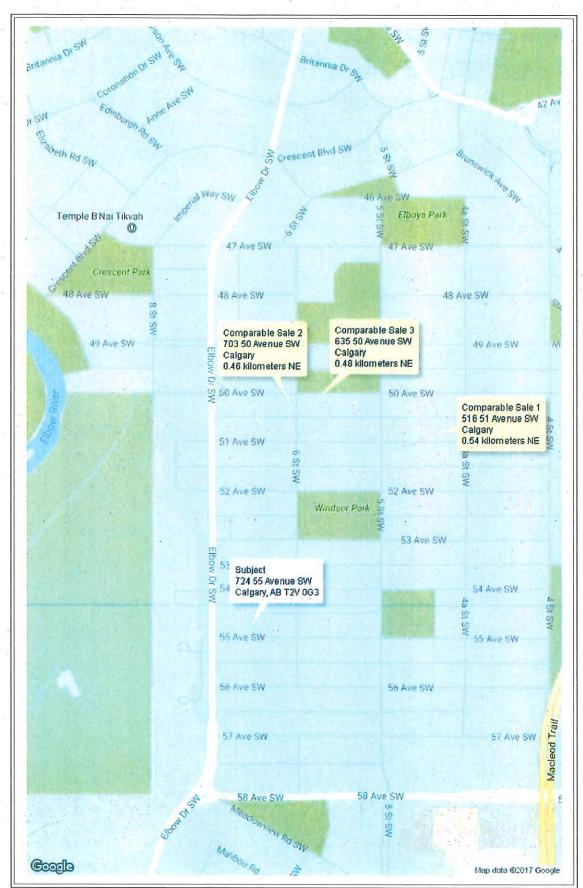


#### COMPARABLE SALE#3

635 50 Avenue SW Calgary Sale Date: May 15, 2016 Sale Price: \$ 515,000









2nd Floor, 203 38 Avenue NE, Calgary Alberta T2E 2M3