

COURT FILE NUMBER **2401-00363**

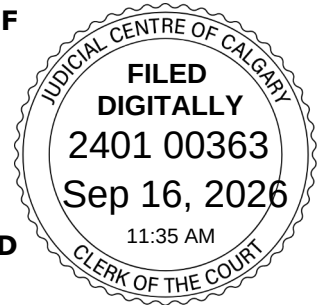
COURT **COURT OF KING'S BENCH OF**
 ALBERTA

JUDICIAL CENTRE **CALGARY**

PLAINTIFF **ATB FINANCIAL**

DEFENDANTS **STARKE CAPITAL CORP. AND**
 1637102 ALBERTA LTD.

DOCUMENT **BRIEF OF CONDOMINIUM**
 CORPORATION NO. 8111330



ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS
DOCUMENT

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Calgary, AB T2X 3J3
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Application before Justice C.D. Simard - Commercial Duty List

October 2, 2026, at 2:00 pm.

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I. INTRODUCTION

1. This Application involves the determination of priority to sale proceeds between Condominium Corporation No. 8111330 ("**Plaza 14**") and ATB Financial ("**ATB**").

II. BACKGROUND

2. Plaza 14 is a mixed residential / commercial condominium development located at 811-14th St. NW, Calgary. It was built in 1980.
3. The commercial element consists of one title representing 46.9% of the overall ownership units within the development (the "**Commercial Unit**"). The Commercial Unit comprises a variety of commercial suites leased to third parties.
4. The remaining 53.1% of the ownership units are owned by 27 residential owners.
5. 1637102 Alberta Ltd. ("**163**") became the registered owner of the Commercial Unit in 2018. When 163 acquired title, it assumed several prior registered mortgages, including a mortgage to ATB which was registered in 2016. **(Tab 1)**
6. Pursuant to Plaza 14's bylaws **(Tab 2)**, the Commercial Unit is not required to pay monthly condominium contributions. Instead, the Commercial Unit is required to pay all expenses directly related to the Commercial Unit itself, plus;
 - (a) its proportional unit factor share of 46.9% of all expenses related to the maintenance of Plaza 14's common property; and
 - (b) 46.90% of the annual insurance costs incurred by Plaza 14.

(collectively the "**Common Expenses**")
7. The last time 163 carried a \$0.00 balance owing to Plaza 14 for Common Expenses was December 2021.
8. Between December 2021 and November 2023, Plaza 14 invoiced 163 for its share of a variety Common Expenses incurred during that timeframe, including insurance and essential post-tension work completed by contractors. While 163 did make small periodic payments during that timeframe, by November 2023 the balance owing by 163 had climbed to approximately \$165,000.00. **(TAB 3)**
9. To protect its interests, Plaza 14 registered a caveat against title to the Commercial Unit on October 12, 2023.
10. On November 14, 2023, Plaza 14 commenced a foreclosure action against 163 in the Court of King's Bench, Action No. 2301-15033 (the "**Foreclosure Action**"). **(TAB 4)**
11. A courtesy copy of the Statement of Claim was shared with ATB's counsel at the time.
12. On December 1, 2023, Plaza 14's *Certificate of Lis Pendens* was registered against title to the Commercial Unit. On December 6, 2023, 163 was noted in default in the Foreclosure Action. **(TAB 5)**

13. On January 9, 2024, ATB served an application to appoint a Receiver over 163. On January 18, 2024, Justice Neufeld granted a Receivership Order which, *inter alia*, appointed BDO as Receiver of 163, and stayed all other legal actions, including the Foreclosure Action. **(TAB 6)**
14. It is Plaza 14's position that its claim takes priority to ATB's claim. That position has been consistently communicated to ATB and the Receiver since before the receivership started, and throughout the course of the receivership.
15. On November 25, 2025, the Receiver filed an application for approval of the sale of the Commercial Unit to a third-party buyer (the "**SAVO**").
16. Prior to the SAVO application it was agreed between Plaza 14 and the Receiver that a holdback of the sale proceeds, sufficient to cover Plaza 14's claim, would be maintained by the Receiver until such time as the priority dispute between Plaza 14 and ATB was resolved, either by agreement or by Court order.
17. On December 5, 2025, Justice Armstrong granted the SAVO. **(TAB 7)**
18. The sale to the third-party purchaser closed on February 10, 2026. The sale proceeds are insufficient to satisfy the claims of both ATB and Plaza 14.
19. The Receiver has maintained a sufficient holdback from the sale proceeds to satisfy the entirety of Plaza 14's claim should Plaza 14 be successful in the priority contest.

III. ARGUMENT

A. Legal Position on Priority

20. All amounts due to Plaza 14 were secured by caveat and CLP registered against title to the Commercial Unit and discharged without prejudice to Plaza 14's right to argue priority to the holdback held in trust.
21. Plaza 14 did everything right, and everything it could in the circumstances to protect its interest and pursue its remedies. It registered a caveat against the Commercial Unit and commenced a foreclosure action, only to be stopped by the stay provision in the Receivership Order.
22. It has been commonly understood and accepted by Courts in Alberta since 1966 (when condominiums were first introduced) that unpaid condominium contributions rank above mortgages. This practice is generally uncontentious, routine and something observed and accepted by banks and by Applications Judges in foreclosure applications on a daily basis. Banks routinely pay out unpaid condominium fees when their security is impacted. They would not do so if they held priority. For a Court to now find otherwise would involve a material shift and impact many stakeholders.

B. Legislation

23. Section 39.2 of the *Condominium Property Act* (the "**Act**") provides that condominium corporations have a statutory secured charge against land for unpaid condominium fees and assessments owed by delinquent owners. **(TAB 8)**

24. Section 39.2 also establishes a statutory regime to determine the priority of the charge versus other secured creditors.
25. The relevant provisions of s.39.2 are as follows:
 - (7) *On the filing of the caveat under subsection (6), the corporation has a charge against the unit equal to the unpaid contributions and any interest owing.*
 - (8) *On and from the date of filing of the caveat, a charge under subsection (7) has the same priority as a mortgage under the Land Titles Act and may be enforced in the same manner as a mortgage.*
26. While subsections (7) and (8) do not specifically speak to priority as between a condominium corporation and a prior registered mortgage, subsection (3) states:
 - (3) *Where a contribution, including any interest owing, is not paid by the owner, the mortgagee may pay any amount owing in respect of that contribution and add that amount to the amount owing to the mortgagee under the mortgage.*
27. It is submitted that subsection (3) is a clear indicator that the intent of the legislation was to give the condominium corporation's charge a priority over a prior registered mortgage. It allows a mortgagee to pay unpaid condominium fees and add them to the mortgage balance. However, if a prior registered mortgage had priority to a subsequent caveat registered for unpaid condominium contributions, then why would a mortgagee ever pay unpaid condominium fees? There would be no incentive or reason to ever do so.
28. As such, unless the condominium corporation has priority, subsection (3) is rendered entirely meaningless, and serves no purpose. Subsection (3) was included for a reason and evidences an intent to give condominium corporations priority over mortgages.
29. Subsection (11) is a further attempt by the legislature to remove any doubt on this issue. It states:
 - (11) *Notwithstanding subsection (8), if*
 - (a) *a corporation has filed a caveat under this section,*
 - (b) *subsequent to the caveat's being filed another person gains title to the unit pursuant to*
 - (i) *a foreclosure action,*
 - (ii) *an action for specific performance, or*
 - (iii) *a tax recovery proceeding under the Municipal Government Act, and*

(c) *an amount remains owing to the corporation with respect to the contribution and interest for which the caveat was filed, the caveat remains registered against the certificate of title of the unit until the amount owing paid to the corporation.*

30. Subsection (11) is a further effort by the legislature to make clear that, in terms of priority, unpaid condominium contributions rank above all other claims, even unpaid property taxes owed to a municipality, which is a highly unusual super priority not enjoyed by even the highest-ranking secured creditors.
31. Subsection (11) is clear that a condominium corporation's caveat survives a foreclosure by a mortgagee and therefore it follows that condominium corporations always enjoy a priority over a prior registered mortgage when the mortgagee exercises the primary remedy of foreclosure.
32. While subsection (11) does not specifically mention the transfer of a property through a "receivership", the intent is clear and there are no logical or compelling policy reasons why priority would be any different simply because a lender elects to realize on its security through receivership versus foreclosure.
33. The legislative intent and the Court's interpretation of same is for condominium corporations to have priority for condominium contributions, which are the shared expenses of the ownership that the corporation incurs for the benefit of all. If the lender chooses to pursue a sale outside of the methods listed in 39.2(11), that should not affect the priority framework, and the policy reasons behind it.
34. If the Court were to interpret the legislation as giving a mortgagee priority simply because it chooses receivership, rather than foreclosure, it would create a legal absurdity. It would also create a dangerous precedent that would prejudicially impact approximately 8000 registered condominium corporations in Alberta.
35. ***Condo Plan v Owners and Mortgagees***, 2025 ABKB 43 (**TAB 9**) involved a priority dispute between a condominium corporation and mortgagees to the distribution of insurance proceeds.
36. At paragraph 59, Justice Dunlop noted:

[59] Pursuant to s 39.2 of the Act the filing of a caveat with respect to unpaid levies gives the condominium corporation a charge against the unit, which survives any subsequent transfer of title in a foreclosure.
37. At paragraph 61, Justice Dunlop further stated:

[61] The mortgage lenders submit that the order sought by the Corporation would "make the entitlements of secured parties subservient to unsecured debts". I disagree. The order reflects the intention of the Act which is that the Corporation's expenses be paid in priority to owners and mortgagees.

38. While the *Condo Plan* case dealt with a different section of the Act and different proceeds, it touches on the Act's overarching intent and spirit that condominium corporation debts must be made a priority and be addressed ahead of lenders' rights.
39. In ***Tutt v The Owners: Condominium Plan No. 7822572***, 2020 ABQB 213 (**TAB 10**), Justice Graesser commented that the priority of condominium corporations is so robust and unique that its operation results in a remarkably rare exception to the principle of indefeasibility under the Torrens system of land title registration.
40. He noted, at paragraph 39:

[39] The power of an unpaid condominium corporation to file a caveat against the unit would not appear to depend on ownership of the unit. If someone purchases a condominium unit against which there are arrears, the condominium corporation is not barred by a title change from filing a caveat to enforce its claim against the unit itself. This right is a type of exception to indefeasibility, and is the underlying reason purchasers and mortgagees require estoppel certificates from condominium corporations to ensure there are no arrears. It is also a reason for prudent purchasers and mortgage lenders to review the condominium corporation's records to look for contributions that have been levied by the board and unpaid, or even approved by but not yet payable.

41. While the *Tutt* case involved different facts, it demonstrates the Courts' acceptance of the well-established principle that a claim of a condominium corporation for unpaid contributions ranks ahead of mortgagees and cannot be defeated even through a change of ownership.

C. Subordination Clause

42. It is acknowledged that Plaza 14's bylaws contain subordination language at s. 30(f), however such clause is in direct conflict with the statutory priority regime created by s. 39.2 of the Act.
43. Section 34.1(1) of the Act (**TAB 11**) provides:

Conflict with bylaws

34.1(1) If there is a conflict between a bylaw and this Act or the regulations, this Act or the regulations, as the case may be, prevail.

44. We submit s.34.1(1) is a complete answer to any argument that the subordination clause in the bylaws is applicable and enforceable against Plaza 14. There is no language in s. 39.2, or elsewhere in the Act, which states that the prescribed statutory priority regime is subject to being altered by a condominium corporation, in its discretion, by way of its bylaws. As such, the Act's prescribed priority ranking prevails.
45. The subordination clause is *ultra vires* as it goes against the priority regime established by the Act and supported by the caselaw.

46. If the Court found the subordination clause meant the condominium corporation could not assert priority, the entire condominium collections framework would collapse for nearly every condominium that has not updated their bylaws since the 1990's (when subordination clauses were common).

D. Public Policy and the Equities between ATB and Plaza 14

47. The post tension work and insurance costs paid solely by the residential owners of Plaza 14 were essential, safety related, non-discretionary expenditures. The residential owners of Plaza 14 have paid the Commercial Unit's proportional share of those expenses for almost 5 years. In doing so, they preserved ATB's security out of their own pockets. It does not stand to reason that ATB would be permitted to receive the benefit of those expenses, only to then be relieved of all financial responsibility associated with them.
48. If Plaza 14's priority is not recognized, the 27 residential owners will be forced to absorb approximately \$10,000.00 each to cover the Commercial Units' portion of the Common Expenses that have gone unpaid.
49. The owners did everything right, they registered a caveat, commenced foreclosure proceedings, and then were forced to stop their enforcement due to the way ATB chose to enforce its security. The communal costs incurred by the condominium corporation were for the benefit of all owners and interested parties, including ATB. The Court requiring the residential owners to absorb those costs to the lender's benefit would be unjust, especially since the owners were prevented by ATB's actions from taking any further steps to protect the communal interest.
50. Failing to hold the defaulting owner accountable for their own actions also erodes the equity of the owners in good standing through no fault of their own. A similar argument could be made for mortgagees of non-defaulting owners who would be picking up additional levies or assessments to address the shortfall.

IV. QUANTUM

51. The amount owing to Plaza 14 as of the date of this brief is \$274,664.05, consisting of:

Common expense post-tension costs	\$115,861.89
Common expense insurance costs	\$5,202.60
Interest	\$58,172.86
Legal Costs	\$60,480.27
TOTAL	\$239,717.62

52. Supporting financial records (**TAB 12**) have been shared with the Receiver.
53. Section 30.a of Plaza 14's bylaws state:

30.a the Corporation shall be entitled to enforce its lien, charge and security and pursue such remedies as may be

*available to it at law or in equity, from time to time including the recovery by the Corporation of its legal fees and disbursements **on a solicitor and his own client basis** from such defaulting Owner.*

54. Section 1.m of Plaza 14's bylaws prescribes interest at prime + 4% on all amounts due but unpaid by owners.

V. CONCLUSION

55. Had ATB elected to enforce its security by way of foreclosure it is uncontentionous and perfectly clear that Plaza 14 would have a first priority charge on the sale proceeds.
56. It is hard to understand why ATB chose receivership, other than to try to gain an advantage against Plaza 14 on the priority issue. The debtor, 163, was not operating a complex business. Its only asset was the Commercial Unit. ATB had an assignment of rents and leases which gave ATB the flexibility, if it chose, to manage tenants and collect rents had it elected to foreclose. Most of the occupied suites were leased by the Government of Alberta, an easy and reliable tenant. The remaining suites were primarily vacant.
57. That the Commercial Unit in this case was sold pursuant to a SAVO in receivership proceedings, versus a garden variety vesting order in a foreclosure action, should not matter and should not change the result in terms of priority between the parties. There is no logical or sound policy reason to warrant a completely opposite result simply because ATB chose a different, far more expensive, method to enforce its security.
58. Plaza 14 respectfully requests a declaration that it has priority to the funds currently held in trust by the Receiver, and an order that the Receiver pay to Plaza 14 \$239,717.62, or such other amount as is found to be owing.

ALL OF WHICH IS RESPECTFULLY SUBMITTED THIS 16TH DAY OF SEPTEMBER 2026.

McLeod Law LLP

Mark Rathwell

Mark Rathwell

Counsel for Condominium Corporation No. 8111330

ATTACHMENTS

TAB #	DOCUMENT
1.	Certified Copy of Title - Nov 6, 2023
2.	Plaza 14 By-laws
3.	Plaza 14 Owner Ledger
4.	Statement of Claim - Filed November 14, 2023
5.	Noting in Default - Filed December 6, 2023
6.	Receivership Order - Filed January 19, 2024
7.	Sale Approval & Vesting Order - Filed December 5, 2025
8.	<i>Condominium Property Act - s.39</i>
9.	<i>Condo Plan v Owners and Mortgagees 2025 ABKB 43</i>
10.	<i>Tutt v The Owners 2020 ABQB 213</i>
11.	<i>Condominium Property Act - s.34.1(1)</i>
12.	Quantum Records



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0012 243 986 8111330;28 181 094 686

LEGAL DESCRIPTION
CONDOMINIUM PLAN 8111330
UNIT 28
AND 4690 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 5;1;24;20;SE

MUNICIPALITY: CITY OF CALGARY

REFERENCE NUMBER: 131 006 536

REGISTERED OWNER(S)
REGISTRATION DATE (DMY) DOCUMENT TYPE VALUE CONSIDERATION

181 094 686 09/05/2018 TRANSFER OF LAND \$14,250,000 \$14,250,000

OWNERS

1637102 ALBERTA LTD.
OF 1310- 530 8 AVE SW
CALGARY
ALBERTA T2P 3S8

(DATA UPDATED BY: CHANGE OF ADDRESS 181121037)

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION
NUMBER DATE (D/M/Y) PARTICULARS

981 177 539 17/06/1998 CAVEAT
RE : LEASE
CAVEATOR - HER MAJESTY THE QUEEN IN RIGHT OF
ALBERTA
AS REPRESENTED BY THE MINISTER OF PUBLIC WORKS,
SUPPLY AND SERVICES
C/O THE DIRECTOR, LEASING BRANCHE
PUBLIC WORKS, SUPPLY & SERVICES
MAIN FLR, 6950-113 ST

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

181 094 686

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

EDMONTON
ALBERTA T6H5V7

011 256 027 05/09/2001 CAVEAT
RE : LEASE
CAVEATOR - HER MAJESTY THE QUEEN IN RIGHT OF
ALBERTA
AS REPRESENTED BY MINISTER OF INFRASTRUCTURE
C/O DIRECTOR, LEASING, ALBERTA INFRASTRUCTURE
MAIN FLR, 6950-113 ST
EDMONTON
ALBERTA T6H5V7

011 350 126 26/11/2001 CAVEAT
RE : LEASE , ETC.
CAVEATOR - 798974 ALBERTA LTD.
C/O CLARK DYMOND MCCAFFERY
1400, 550-6 AVE SW
CALGARY
ALBERTA T2P0S2
AGENT - TERRENCE T MCCAFFERY

061 439 139 23/10/2006 CAVEAT
RE : LEASE
CAVEATOR - HER MAJESTY THE QUEEN IN RIGHT OF
ALBERTA
AS REPRESENTED BY MINISTER OF INFRASTRUCTURE AND
TRANSPORTATION
3RD FLOOR, 6950 113 STREET
EDMONTON
ALBERTA T6H5V7

111 079 684 01/04/2011 CAVEAT
RE : LEASE INTEREST
CAVEATOR - HER MAJESTY THE QUEEN IN RIGHT OF
ALBERTA
AS REPRESENTED BY THE MINISTER OF INFRASTRUCTURE
DIRECTOR, LEASING
ALBERTA INFRASTRUCTURE
3,6950-113 ST
EDMONTON
ALBERTA T6H5V7

131 232 510 12/09/2013 MORTGAGE
MORTGAGEE - DAVID BECKINGHAM
C/O 1885 MARINE DRIVE
NORTH VANCOUVER
BRITISH COLUMBIA V7P1V5
ORIGINAL PRINCIPAL AMOUNT: \$400,000

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 3

181 094 686

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
131 331 143	30/12/2013	AMENDING AGREEMENT AMOUNT: \$900,000 AFFECTS INSTRUMENT: 131232510
161 037 423	08/02/2016	CAVEAT RE : LEASE INTEREST CAVEATOR - HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA AS REPRESENTED BY MINISTER OF INFRASTRUCTURE C/O DIRECTOR, LEASING, ALBERTA INFRASTRUCTURE 3RD FLOOR, 6950-113 STREET EDMONTON ALBERTA T6H5V7
161 122 251	26/05/2016	MORTGAGE MORTGAGEE - ALBERTA TREASURY BRANCHES. 3 FLR, 217-16 AVE NW CALGARY ALBERTA T2M0H5 ORIGINAL PRINCIPAL AMOUNT: \$8,800,000
161 122 252	26/05/2016	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - ALBERTA TREASURY BRANCHES. 3 FLR, 217-16 AVE NW CALGARY ALBERTA T2M0H5 AGENT - TREVOR Q MORAWSKI
161 148 298	28/06/2016	POSTPONEMENT OF MORT 131232510 AMEA 131331143 TO MORT 161122251 CAVE 161122252
181 021 572	26/01/2018	MORTGAGE MORTGAGEE - C.S. CAPITAL LTD. 2716 18 STREET CALGARY ALBERTA T2M3T8 ORIGINAL PRINCIPAL AMOUNT: \$868,043
181 157 280	25/07/2018	AMENDING AGREEMENT AMOUNT: \$1,118,043 AFFECTS INSTRUMENT: 181021572
231 124 549	25/04/2023	CAVEAT RE : AGREEMENT CHARGING LAND CAVEATOR - CDN GLOBAL ADVISORS LTD. C/O AGAHI LAW OFFICE 101, 6420 6A ST SE CALGARY (CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 4

181 094 686

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

ALBERTA T2H2B7
AGENT - HOUMAN AGAHI

231 259 754 28/08/2023 WRIT
CREDITOR - CDN GLOBAL ADVISORS LTD.
400 - 444 7 AVENUE S.W.
CALGARY
ALBERTA T2P0X8
DEBTOR - 1637102 ALBERTA LTD.
1310- 530 8 AVE SW
CALGARY
ALBERTA T2P3S8
AMOUNT: \$162,588 AND COSTS IF ANY
ACTION NUMBER: 2301-08224

231 312 319 12/10/2023 CAVEAT
RE : CONDOMINIUM FEES
CAVEATOR - THE OWNERS : CONDOMINIUM PLAN NO.
8111330.
C/O CONNELLY & COMPANY MANAGEMENT LTD
204, 2723-37 AVENUE NE
CALGARY
ALBERTA T1Y5R8
AGENT - CONNELLY & COMPANY MANAGEMENT LTD.

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

TOTAL INSTRUMENTS: 016

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 6 DAY OF
NOVEMBER, 2023 AT 03:23 P.M.

ORDER NUMBER: 48809084

CUSTOMER FILE NUMBER: 163723



END OF CERTIFICATE

(CONTINUED)

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

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

Advisory

This is a reproduction of the original document registered at the Land Title Office.

Notice of Change of By-Laws

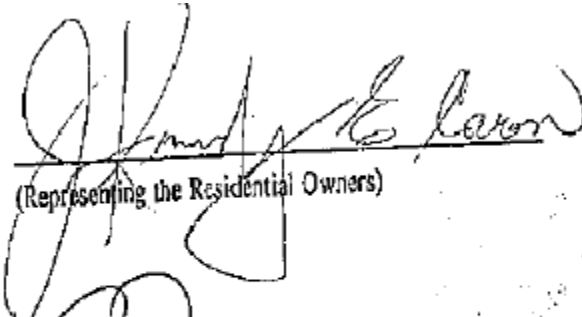
(The Condominium Property Act)

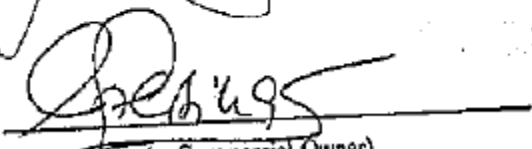
THE OWNERS: CONDOMINIUM PLAN NO. 8111330 hereby certify that a special resolution passed on the 17th day of March 1993 the By-Laws applicable to the building referred to in Condominium Plan No. 8111330 were amended as follows:

"the By-Laws registered at the South Alberta Land Titles Office on the 8th day of November, 1994 as Registration No. 841 183 873 are hereby repealed and the By-Laws attached hereto as Schedule "A" (ie. the "New By-Laws") are passed in substitution therefore, effective as of the date on which the Registrar of the Land Titles Office for the South Alberta Land Registration District makes reference thereto on Condominium Plan No. 8111330."

The seal of The Owners: Condominium Plan No. 8111330 was hereunto affixed on the 17th day of March, 1993.

The Owners: Condominium Plan No. 8111330

Per: 
(Representing the Residential Owners)

Per: 
(Representing the Commercial Owner)

CONDOMINIUM BY-LAWS

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THE OWNERS: CONDOMINIUM PLAN NO. 8111330

BY-LAWS

DEFINITIONS AND INTERPRETATION

1. Expressions used in these By-Laws and not defined herein have the same meaning as may be assigned to them in The Condominium Property Act.
 - a. "Act" means the "Condominium Property Act" RSA 1980, as amended.
 - b. "Board" means the Board of Managers of the Corporation which shall consist of two (2) separate management committees, being the "Residential Committee" and the "Commercial Committee" respectively, when acting together shall constitute the "Board", as more fully set out in By-Law 5 herof.
 - c. "Building" means the commercial/residential complex described in the Condominium Plan.
 - d. "By-laws" mean the by-laws of the Corporation, as amended from time to time.
 - e. "Commercial Committee" means the committee of individuals appointed by the Commercial Owner, which forms half of the Board and which is responsible for the exercise of the powers and duties of the Corporation (and the Board) as they relate to matters exclusively affecting the Commercial Component.
 - f. "Commercial Component" means that area comprised of Unit #28, including that portion of the common property which"
 - i. Provides access to the commercial parking on the basement level which is designated as a "ramp to lower level" all as shown on the Condominium Plan;
 - ii. Provides access exclusively to Unit #28 on the main floor from the public property along 14th Street N.W. and 8th Avenue N.W., Calgary, Alberta as shown on the Condominium Plan;
 - iii. Provides access exclusively to the various parts of Unit #28 on the second floor as show on the Condominium Plan;
 - iv. Consists of that portion of common use interior stairwells below the second floor of the Building;
 - v. Is shown as "commercial parking" both on the basement level and the main floor as shown on the Condominium Plan;
 - vi. Consists of the ground floor of the common property and is known as "the store fronts" along 14th Street N.W.;
 - vii. Lies east of al ine 17.008 meters east of the northwest corner of the common property located at the intersection of 8th Avenue N.W., Calgary, Alberta and the lane running along the west boundary of the common property;
 - viii. Is comprised of doors, windows, atriums and/or solarium skylights (including all glass, frames and caulking) on the main and second floors (excluding any of the foregoing servicing the Residential Component);

- ix. Consists of mechanical and/or utility rooms relating only to Unit #28 and the otherwise described Commercial Component; and
- x. Specifically excludes any area included in the Residential Component
- g. "Commercial Expenses" means:
 - i. All expenses relating to the care, repair and maintenance of the Commercial Component;
 - ii. All levies or charges on account of garbage removal from the Commercial Component, and electricity, water, gas and fuel service supplied to the Commercial Component;
 - iii. All expenses relating to the care, repair and maintenance of all heating, air conditioning, plumbing, electrical, mechanical and elevator systems and equipment which serve or relate only to the Commercial Component, including all such equipment located on the roof of the Residential Component, complete with all associated anchors, mounts, acoustic isolators and connections to the Building;
 - iv. All expenses relating to window cleaning and janitor cleaning of the Commercial Component;
 - v. All management fees where there exists a separate contract for the provision of management services solely to the Commercial Component; and
 - vi. All reserves for repair and replacement of portions of the Commercial Component,
- h. "Commercial Owner" means the registered Owner of Unit #28;
- i. "Common Expenses" means all expenses of performance of the objects and duties of the Corporation, but shall not include "Commercial Expenses" or "Residential Expenses", however shall include, without limiting the generality hereof, the following, and which shall be solely within the jurisdiction of the Board, acting as a whole:
 - i. All charges on account of maintenance, repair, repair after damage, and replacement of common property (other than common property as described in By-Laws 1(f) "Commercial Component", and 1(q) "Residential Component", for which the Corporation is responsible under these By-Laws, including all expenses relating to the care, repair and maintenance of that portion of the exterior Building envelope assembly which encloses and contains Units #1 to #28 including, without restriction, exterior face bricks, chimney enclosures, structural concrete, floor slabs, roof membranes, and non-privacy area decks, mechanical and/or utility rooms relating to both the Commercial Component and the Residential Component, but excluding all Commercial Expenses and Residential Expenses;
 - ii. All insurance costs in respect of the insurance for which the Corporation is responsible under these By-Laws and the Act;
 - iii. All costs and charges for all manner of consultation, professional services and assistance required by the Corporation, including, but without limiting the generality of the foregoing, all legal, accounting, auditing and appraisal fees and

disbursements, management fees, wages, salaries and other expenses payable to or on account of employees of the Corporation;

- iv. All costs and expenses relating to inspection, maintenance, repair and upgrading of all fire security systems;
 - v. The fees and disbursements of the Insurance Trustee (if any);
 - vi. The cost of any necessary appraisals; and
 - vii. The cost of borrowing money for the purpose of carrying out the objects and duties of the Corporation to the extent that each such borrowing has been authorized at a meeting of the members of the Corporation duly called for that purpose.
- j. "Condominium Plan" means the plan registered under the Act as Condominium Plan No. 8111330.
- k. "Corporation" means The Owners: Condominium Plan No. 8111330.
- l. "Insurance Trustee" means a trust company authorized to carry on the business of a trust company under the laws of Alberta selected from time to time on resolution of the Board.
- m. "Interest Rate" means that rate of interest per annum which may be or shall become payable hereunder by an Owner in respect of monies owing by him to the Corporation and shall be equal to the commercial prime rate in Calgary for Canadian dollar commercial loans by the Royal Bank of Canada plus Four (4%) percent on the earliest date on which any portion of the said monies becomes due and payable by an Owner.
- n. "Ordinary Resolution" means a resolution"
- i. Passed at a properly convened meeting of the Corporation by the persons entitled to exercise the power of voting conferred under the Act or these By-laws who represent more than 50% of the total Unit Factors for all of the Units; or
 - ii. In writing signed by the persons who, at a properly convened meeting of the Corporation, would be entitled to exercise the power of voting conferred by the Act or these By-laws who represent more than 50% of the total Unit Factors for all of the Units.
- o. "Owner" means a person who is a registered Owner of a Unit.
- p. "Residential Committee" means the committee of individuals elected by the Residential Owners, which forms half of the Board and which is responsible for the exercise of the powers and duties of the Corporation (and the Board) as they relate to matters exclusively affecting the Residential Component.
- q. "Residential Component" means that area comprised of Units #1 to #27 inclusive, including that portion of the common property which:
- i. Provides access to the "residential parking" on the basement level which is designated as "common property" and "ramp up" all as shown on the Condominium Plan;
 - ii. Provides access exclusively to the various parts of Units #1 to #27;

- iii. Consists of that portion of common use interior stairwells above the second floor of the Building;
 - iv. Is shown as “residential parking” on the basement level as shown on the Condominium Plan;
 - v. Consists of the ground floor of the common property and lies west of a line 17.008 meters east of the northwest corner of the common property located at the intersection of 8th Avenue N.W., Calgary, Alberta, and the lane running along the west boundary of the common property;
 - vi. Is comprised of all patio doors, windows, atriums and/or skylights (including all glass frames and caulking) on the third, fourth and fifth floors;
 - vii. Consists of mechanical and/or utility rooms relating only to the otherwise described Residential Component;
 - viii. Consists of flues and smoke exhaust systems for the residential fireplaces; and
 - ix. Specifically excludes any area included in the Commercial Component.
- r. “Residential Expenses” means:
- i. All expenses relating to the care, repair and maintenance of the Residential Component;
 - ii. All levies or charges on account of garbage removal (other than garbage removal from the Commercial Component), electricity, water, gas and fuel service supplied to the Residential Component;
 - iii. All expenses relating to the care, repair and maintenance of all heating, air conditioning, plumbing, electrical, mechanical and elevator systems and equipment which serve or relate only to the Residential Component, including all such equipment located on the roof of the Residential Component, complete with all associated anchors, mounts, acoustic isolators and connections to the Building;
 - iv. All expenses relating to window cleaning and janitor cleaning of all areas forming part of the Residential Component; and
 - v. All management fees where there exists a separate contract for the provision of management services solely to the Residential Owners.
- s. “Residential Owner” and “Residential Owners” means the register Owner, or Owners, of Units #1 through #27 respectively, and where the term “Residential Owner” is used in By-law 37, that term shall also include a tenant of a Residential Owner.
- t. “Special Resolution” means:
- i. A resolution passed at a properly convened meeting of the Corporation, of which at least seven (7) days’ notice specifying the proposed resolution has been given, by the persons entitled to exercise the power of voting conferred under the Act or these By-laws who represent not less than 75% of the total Unit Factors for all the Units; or
 - ii. A written resolution signed by the persons who, at a properly convened meeting of the Corporation, would be entitled to exercise the power of voting conferred

by the Act or these By-laws who represent not less than 75% of the total Unit Factors for all the Units.

- u. "Unanimous Resolution" means a resolution:
 - i. A resolution passed at a properly convened meeting of the Corporation, of which at least seven (7) days' notice specifying the proposed resolution has been given, by the persons entitled to exercise the power of voting conferred under the Act or these By-laws who represent not less than 95% of the total Unit Factors for all the Units; or
 - ii. A written resolution signed by the persons who, at a properly convened meeting of the Corporation, would be entitled to exercise the power of voting conferred by the Act or these By-laws who represent not less than 75% of the total Unit Factors for all the Units.
- v. "Unit" means a space that is situated within a building and described in the Condominium Plan by reference to floors, walls and ceiling within the Building and the only portion of that floor, wall or ceiling as the case may be, that forms part of the unit is the finishing material that is in the interior of that Unit, including any lath and plaster, paneling, gypsum board, panels, flooring material or coverings or any other material that is attached, laid, glued or applied to the floor, wall or ceiling as the case may be, and all doors and windows of a Unit are part of that Unit.
- w. "Unit Factor" means the Unit Factor for each Unit as more particularly specified or apportioned and described in and set forth on the Condominium Plan.

DUTIES OF OWNERS

2. An Owner shall:

- a. Permit the Corporation and its agents, at all reasonable times, on notice (except in case of emergency, when no notice is required) to enter his Unit for the purpose of:
 - i. Inspecting the Unit;
 - ii. Maintaining, repairing or replacing pipes, wires, cables and ducts, existing in the Unit or capable of being used in connection with enjoyment of any other Unit or common property;
 - iii. Maintaining, repairing or renewing common property; and
 - iv. Ensuring that the By-laws are being observed;
- b. Forthwith
 - i. Carry out all work that may be required pursuant to these By-Laws or as required by a municipality or public author in respect of his Unit other than any work for the benefit of the Building generally; and
 - ii. Pay all rates, taxes, charges and assessments that may be payable in respect of his Unit;
- c. Maintain his Unit in a state of good repair, including all windows and doors, but excluding out boundaries and other outside surfaces and roofdecks, and keep it in a state of good repair; and shall maintain in a reasonable manner any area which is

located on any part of the common property to which the Owner has been granted exclusive use pursuant to By-Law 34. If Residential Owner shall not maintain that portion of the common property herein described, the Residential Committee may give two (2) weeks' notice to the Residential Owner of this defect and if such notice has not been complied with at the end of this period, then the Residential Committee may carry out such work and the provision of By-Law 34 shall apply;

- d. Not make any alterations to any load bearing structure or the common property without the prior written consent of the respective Committee, which shall not be unreasonably withheld;
- e. Comply strictly with and cause all his tenants, family, visitors and other occupants to comply with these By-Laws and with such rules and regulations as may be adopted pursuant thereto from time to time;
- f. Except in the case of a lease of a portion of Unit #28, notify the Residential Committee forthwith upon any change of ownership or of any mortgage, lease or other dealings in connection with his Unit;
- g. In the case of Residential Owners, pay to the Corporation or its designee when due, all contributions levied or assessed against his Unit together with interest on any arrears thereof at the Interest Rate calculated from the due date and the Corporation is hereby permitted to charge such interest in accordance with Section 32 of the Act; and
- h. Pay to the Corporation or its designee that portion of the contribution for operating and maintaining the Building approved from time to time by the Corporation.

DUTIES OF THE CORPORATION

- 3. The Corporation shall through the separate agency of the Residential Committee and the Commercial Committee (as the case may be):
 - a. Control, manage and administer the common property for the benefit of the Owners in accordance with the By-Laws;
 - b. Keep in a state of good and serviceable repair and properly maintain any chattels and/or fixtures and/or machinery, including elevators, on the common property;
 - c. Maintain that portion of the common property not granted to an Owner for his exclusive use. On default of the Owner of a Unit to maintain that portion of the common property to which that Owner is granted exclusive use, the Corporation shall so maintain that area in accordance with By-Law 34;
 - d. Maintain and repair (including replacement where reasonably necessary) the pipes, wires, cables, ducts, conduits, plumbing, sewers, walls, elevators and other facilities for the furnishing of utilities and services in the parcel and capable of being used in connection with the enjoyment of more than one Unit, the common property or any Corporation property;
 - e. Clear ice, snow, slush and debris from and keep and maintain in good order and condition of all areas of the common property designated for pedestrian or vehicle movement, or outside parking, provided the maintenance of any privacy area

designated under By-Law 34 shall be the primary responsibility of the Owner to whom such area has been assigned;

- f. Collect and receive all contributions towards the Commercial Expenses and Residential expenses respectively and deposit same in separate accounts in chartered banks or trust companies;
- g. Obtain and maintain (to the extent obtainable) the following insurance:
 - i. Fire insurance with extended coverage, vandalism and malicious mischief endorsements, insuring the common property of the Building (but excluding any improvements installed by the Owner of a unit), together with service machinery contained therein and used in common and covering the interests of the Corporation and all Unit Owners and their mortgages as their interests may appear, in an amount equal to the full replacement value of the Building, without deduction for depreciation,
 - ii. Public liability insurance with respect to liability claims arising out of the common property, a Unit, the actions of an Owner, the Board and the professional management firm employed, if any, in such limits as the Board may from time to time determine. Such insurance shall contain cross-liability provisions, waiver of subrogation and waiver of the insurer of any defence of co-insurance or invalidity arising from the conduct or act or breach of a statutory condition by an insured, and
 - iii. Such other insurance as the Board may determine (such as officer and director liability insurance and fidelity bonding).

Provided always any insurance obtained by the Board shall contain provisions stipulating that exclusive authority to adjust losses and settle proceeds under policies hereinafter in force in the project shall be vested in the Board or its authorized representative and that in no event shall the insurance coverage obtained and maintained by the Board be brought into contribution with insurance purchased by Owners or their mortgagees.

And further provided, the Corporation may enter into an agreement with an Insurance Trustee which shall be a Trust Company registered under The Loan and Trust Corporation Act, or shall be a Chartered Bank, which agreement shall, without limiting its generality, provide the following:

- i. The receipt by the Insurance Trustee of any proceeds of insurance payable to the Corporation;
- ii. The holding of such proceeds in trust for those entitled thereto pursuant to the provisions of this declaration;
- iii. The disbursement of such proceeds in accordance with the provisions of the Insurance Trust Agreement; and
- iv. The notification by the Insurance Trustee to the mortgagees of any insurance monies received by it.

However, in the event that the Corporation is unable to enter into such agreement with such Trust Company, or such Chartered Bank, by reason of their refusal to act, the Corporation may

enter into such Agreement with such other corporation authorized to act as a Trustee, as the Owners may approve by By-Laws at a meeting called for the purpose. The Corporation shall pay the fees and disbursements of any Insurance Trustee and any fees and disbursements shall constitute a Common Expense.

In the event that:

- i. The Corporation is obligated to repair any Unit insured pursuant to By-law 3(g), in accordance with the provisions of the Act, the Insurance Trustee shall hold all proceeds for the Corporation and shall disburse same in accordance with the provisions of the Insurance Trust Agreement, in order to satisfy the obligation of the Corporation to make such repairs; and
- ii. If there is no obligation by the Corporation to repair any Unit in accordance with the provisions of the Act, and there is termination of the Condominium status of the Building in accordance with the provisions of the Act, the Insurance Trustee shall hold all proceeds for the Owners in the proportion of their respective interest in the common property and shall pay such proceeds to the Owners in such proportions, upon registration of a notice of termination by the Corporation.

Notwithstanding anything to the contrary herein contained, any proceeds payable by the Insurance Trustee to an Owner, shall be subject to payment in satisfaction of the amount due under any liens registered by the Corporation against such unit, and then in favour of any mortgagee or mortgagees to whom such loss is payable in any such policy or policies of insurance.

- v. Unit Owners shall not be prohibited from carrying other insurance for their own benefit, provided all such policies shall contain waivers of subrogation as against the Corporation, its agents and employees, the Board, and the Owners, and further provided that the liability of the carriers issuing insurance obtained by the Board shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner, and
- vi. In the event any use shall lead to an increase in the fire or other insurance premiums otherwise payable on the insurance obtained by the Board, the party causing such increase shall be liable for payment of the same to the Corporation. The party so charged with the increase in premium costs shall have the right to contest the validity of such increase. A levy made against such Unit Owner or such increase in premiums may be enforced by the Board by adding the same to the assessment made to such unit Owner, the Commercial Owner shall pay the increase of premium due as a result of the use of that Unit for commercial purposes, rather than residential purposes;
- h. On written request of an Owner, or the registered mortgagee of the Unit, for a fee to be established from time to time, make available for inspection to the Owner or

mortgagee, or a person authorized in writing by the Owner or mortgagee, the policy or policies of insurance effected by the Corporation and the receipt or receipts for the premiums;

- i. Make such reasonable house rules and regulations as it may deem necessary or desirable from time to time in relation to the use, enjoyment and safety of the common property and in particular the common property adjacent to privacy areas described as balconies or decks on the Condominium Plan and do all things reasonably necessary for the enforcement of the By-Laws and for the control, management and administration of the common property generally;
- j. Pay all sums of money properly required to be paid on account of all services, supplies and assessments pertaining to or for the benefit of the parcel, the Corporation and the Owners, as the Board incurs in the management or administration of the entire project;
- k. Grant to an Owner the right to exclusive use and enjoyment of that portion of the common property designed and designated for the exclusive use of the unit as a balcony or deck, and that portion of the common property designed as a parking area and so designated on the Condominium Plan; and
- l. Grant to the Commercial Owner and its tenants the right to maintain commercial signs on the store fronts along 14th Street and 8th Avenue, provided such signs are maintained by said Owner and are of a uniform standard and design, and upon removal of such signs all necessary repairs are made to the exterior of the Building.

POWERS OF THE CORPORATION

- 4. The Corporation may through the separate agency of the Residential Committee and the Commercial Committee:
 - a. Acquire personal property to be used for maintenance, repair or replacement of any real or personal property of the Corporation or the common property;
 - b. Borrow money required by it in the performance of its duties or the exercise of its powers;
 - c. Secure the repayment of money borrowed by it and interest thereon, by negotiable instrument, a mortgage of unpaid contributions (whether levied or not) or a mortgage of any property owned by it or by combination of those means;
 - d. Grant a lease to an Owner pursuant to the Act;
 - e. Change interest pursuant to the Act on any contribution owing to it by an Owner;
 - f. The Residential Committee shall establish and maintain a fund called a "Residential Capital Replacement Reserve Fund" to be used for the repair or replacement of any real and personal property administered by the Residential Committee, and, where the repair or replacement does not occur annually, the Residential Committee may, by resolution, determine the minimum amount that may be paid from the Residential Capital Replacement Reserve Fund in respect of a single expenditure, and the Residential Capital Replacement Reserve Fund shall be an asset to be administered solely by the Residential Committee;

- g. The Commercial Committee shall establish and maintain a fund called a “Commercial Capital Replacement Reserve Fund” to be used for the repair or replacement of any real and personal property administered by the Commercial Committee, and, where the repair or replacement does not occur annually, the Commercial Committee may, by resolution, determine the minimum amount that may be paid from the Commercial Capital Replacement Reserve Fund in respect of a single expenditure, and the Commercial Capital Replacement Reserve Fund shall be an asset to be administered solely by the Commercial Committee;
- h. Make an agreement with any Owner or tenant of a Unit for the provision of amenities or services by it to the unit or the Owner or tenant of this Unit;
- i. Do all things reasonably necessary for the enforcement of the By-Laws and of the control, management and administration of the common property generally and of Corporation property and impose such penalties as applicable legislation permits and any such penalties shall become due and payable to the Corporation in accordance with such legislation, including those remedies specified in By-Law 27;
- j. The Residential Committee and the Commercial Committee may each obtain and retain professional management to supervise and execute their respective services, which professional management shall be retained upon such written terms as the respective Committees may from time to time decide; and
- k. Subdivide Unit #28 into two or more additional Units, and in connection therewith at the request of the Commercial Committee, the Corporation shall take all necessary steps to effect such subdivision at the sole cost and expense of the Commercial Owner.

THE BOARD AND THE COMMITTEES

5.

- a. The Powers and duties of the Corporation shall, subject to any restriction imposed or direction given at a general meeting, be exercised and performed by either the Board as a whole, or the Residential Committee, or the Commercial Committee, as the case may be.
- b. The Board shall be comprised of two (2) management committees, one representing Units #1 to 27 inclusive (the “Residential Committee”), and one representing Unit #28 (the “Commercial Committee”).
- c. The Residential Committee shall be responsible for all matters exclusively concerning the Residential Component.
- d. The Commercial Committee shall be responsible for all matters exclusively concerning the Commercial Component.
- e. The Board as a whole shall be responsible for all matters concerning the structure of the Building, insurance and other areas of common use, the Common Expense, and all other matters not specifically designated as the responsibility of either the Residential Committee, or the Commercial Committee. The Common Expenses shall be shared by all Units based on their respective Unit Factors. In the even the Residential Committee and

the Commercial Committee are not able to agree on any problem of common concern, such matter shall be submitted to arbitration under the Arbitration Act of Alberta.

- f. The Residential Committee shall consist of not less than three (3) nor more than seven (7) Residential Owners or legal spouses of Residential Owners, or representatives of mortgagees of a Residential Unit who have provided written notice of their interests to the Corporation.
- g. The Commercial Committee shall consist of not less than one (1) and not more than three (3) individuals who shall have been appointed and/or designated by the Commercial Owner, or representatives or mortgagees of the Commercial unit who have provided written notice of their interest to the Corporation.
- h. At each annual general meeting of the Corporation, all members of the Board shall retire from office and the Corporation shall elect a new Board, comprised of two (2) management committees: the Residential Committee to be elected by the Residential Owners, and the Commercial Committee to be elected by the Commercial Owner.
- i. Any casual vacancy of either Committee may be filled by the remaining members of the respective committee.
- j. A quorum of the Board shall be one half of its members, provided however, that at least one of the members present shall be a member of the Residential Committee, and at least one of the members present shall be a member of the Commercial Committee. A quorum of the Residential Committee, and the Commercial Committee shall be one half of its respective members.
- k. At all meetings of the Board, all matters shall be determined by a simple majority vote of members present, provided however, that for the purpose of voting, the members of the Commercial Committee who are present shall between them have an equal number of votes to the number of votes available to the members of the Residential Committee who are present and entitled to vote at any such meeting of the Board. In the event of a tie vote at any such meeting, the subject matter of the vote shall be referred to arbitration pursuant to the Arbitration Act S.A. 1991 c.43.1 or any replacement legislation, by a single arbitrator to be agreed upon between the Commercial Committee and the Residential Committee. All costs of any such arbitration shall be paid by the Commercial Committee and the Residential Committee on a unit-factor basis.
- l. At all meetings of the Residential Committee, and the Commercial Committee respectively, all matters shall be determined by a simple majority vote of members present. In the event of a tie vote at any such meeting, the Chairman of the respective meetings shall have a casting vote.
- m. Notwithstanding anything contained herein, each of the Committees, either directly or indirectly through their agents, shall have the right of access into any Unit for repair purposes providing such access is at reasonable times with reasonable notice (subject to tenants' legal rights) and any damage done is promptly repaired by the party causing such damage.
- n. In emergency situations where one of the Committees decides that a repair must be done immediately which repair is a common responsibility and either the situation does

not allow for consultation or the other Committee does not agree, the first Committee may proceed to make the repairs. If the other Committee does not agree to pay its proportionate costs, the question shall be submitted to arbitration in the same manner as described in By-Law 5(k).

ELIGIBILITY

6.
 - a. Those individuals duly elected to the Residential Committee, and appointed to the Commercial Committee shall together comprise the Board.
 - b. Any person who is a Residential Owner, the legal spouse of a Residential Owner, or a representative of a mortgagee of a Residential Unit who has provided written notice of its interests to the Corporation shall be eligible for nomination for election to the Residential Committee, provided that:
 - i. If a Unit has more than one Owner, only one such Owner may sit on the Board at one time;
 - ii. That person is not indebted to the Corporation for any contribution levied or fine imposed and overdue by more than thirty (30) days;
 - iii. In the event that ownership of a Unit is held by a company, that company shall designate a person to act as Owner for the purposes of these By-Laws and that person shall be eligible for election to the Board; and
 - iv. The Residential Committee shall be elected by the Residential Owners.
 - c. The Commercial Owner, at his discretion shall appoint the members of the Commercial Committee at each annual general meeting. Such appointment shall be the only qualification necessary for said members to acquire and maintain their status on the Commercial Committee.

OFFICERS OF THE CORPORATION

7. A general meeting shall be held annually on or about the anniversary date of the first general meeting. Immediately after its initial meeting, the Board shall elect from its members a president and other officers the Board may deem necessary. The Duties of the officers shall be as determined by the Board from time to time. Provided, however, the Board and the management committees may delegate any and all their duties to a professional management firm in accordance with By-Law 4 hereof.

DUTIES OF THE BOARD

8. The Board shall, or shall through the separate agency of the Residential Committee and the Commercial Committee, as the case may be:

- a. Cause separate and proper books of account to be kept in respect of all money received and expended by them and the matters in respect of which the receipt and expenditure take place;
- b. Prepare separate financial statements relating to all money of the respective Management committees and the income and expenditures of the respective Committees for each annual general meeting;
- c. Maintain separate financial records of all the assets, liabilities and equity of the Corporation within their areas of jurisdiction;
- d. Submit to the annual general meeting an annual report consisting of the financial statement or such information as the Board may unanimously determine or as may be directed by Special Resolution passed at a general meeting;
- e. Upon written request of an Owner, purchaser from an Owner, or a mortgagee of a Unit, and on payment of a reasonable fee, and within 20 days of receiving the request, provide to the person making the request one or more of the following as requested by that person:
 - i. A statement setting forth the amount of any contributions due and payable in respect of a Unit,
 - ii. The particulars of
 - A. Any action commenced against the Corporation and served on the Corporation,
 - B. Any unsatisfied judgement or order for which the Corporation is liable, and
 - C. Any written demand made on the Corporation for an amount in excess of \$5000 that, if not met, may result in an action being brought against the Corporation,
 - iii. The particulars of or a copy of any subsisting management agreement,
 - iv. The particulars of or a copy of any subsisting recreational agreement,
 - v. A copy of the budget, if any, of the Corporation,
 - vi. A copy of the financial statement, if any of the Corporation,
 - vii. A copy of the By-laws of the Corporation, and
 - viii. A copy of any minutes of proceedings of a general meeting of the Corporation or of the Board;
- f. At least once in each year, cause the books and accounts of the respective Committees to be reviewed by an accountant or certified general accountant; the cost of which shall be an obligation of the respective Committees;
- g. Obtain and retain by contract the services of a manager or professional management company for such purposes and upon such terms as the respective Committees may from time to time decide;
- h. Cause to be kept in one location:
 - i. A copy of all By-Laws and amendments to the By-Laws of the Corporation,
 - ii. A copy of any special or unanimous resolution passed by the Corporation,

- iii. Copies of all legal agreements to which the Corporation is a party, including, without limitation, management contract, insurance policies and leases,
 - iv. A register of the members of the Board,
 - v. A register of Owners and the name and address of any mortgagee of a Unit who has provided written notice of its interest to the Corporation,
 - vi. The minutes of general meetings,
 - vii. The minutes of Board meetings, and
 - viii. The respective annual budgets for each fiscal year, showing inter alia the budget indicating all Common Expenses and Residential Expenses;
- i. Meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit and it shall meet when any member thereof gives to the other members not less than seven (7) days' notice of a meeting proposed by him, specifying the reason for calling the meeting; provided that the Board shall meet at the call of the president on such notice as he may specify without the necessity of the president giving reasons for the calling of the meeting;
 - j. Appoint or employ for and on behalf of the Corporation such agents and servants as it thinks fit in connection with the control, management, maintenance and administration of the common property and Corporation property and exercise and performance of the powers and duties of the Corporation; and
 - k. Subject to any restriction imposed or direction given at a general meeting of Owners, delegate to one or more members of the Board such of its powers and duties as it thinks fit and at any time revoke such delegation.

All acts done in good faith by the Board or a Committee are, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any member of the Board, as valid as if the member had been duly appointed or had duly continued in office.

SIGNING AUTHORITY

- 9. The respective Committees shall determine by resolution, from time to time, the officer, or managing agents, officers who shall sign cheques, drafts, notes and other instruments and documents, including banking forms and authorities not required to be under corporate seal.

CORPORATE SEAL

- 10. The Corporation shall have a seal, which shall at no time be used or affixed to any instrument except in the presence of at least one member of the Board or by the persons as may be authorized from time to time by resolution of the Board.

EXTRAORDINARY GENERAL MEETING

11. In addition to the mandatory annual general meeting, the Board may, whenever it thinks fit and shall upon a petition in writing made by persons entitled to vote representing at least twenty percent (20%) of the total Unit Factors, convene an extraordinary general meeting.

NOTICE OF MEETINGS

12. Seven (7) days' notice of every general meeting, including an extraordinary general meeting, specifying the place, the date and the hour of the meeting and in case of special business, the general nature of that business, shall be given to all Owners and registered first mortgagees who have notified their interest to the Corporation, but accidental omission to give that notice to any Owner or to any registered first mortgagee or non-receipt of that notice by an Owner of first mortgagee does not invalidate any proceedings of such meeting. Notice to Owners shall be delivered at their mail box so provided on the common property, or may be personally delivered to the Owners, or to the respective Units.

QUORUM REQUIRED

13. Except as otherwise provided in these By-Laws, no business shall be transacted at any general meeting unless a quorum of persons entitled to vote is present at the time when the meeting proceeds to business and one-quarter (1/4) of the persons entitled to vote, present in person or by proxy, constitutes a quorum.

ADJOURNMENT FOR LACK OF QUORUM

14. If within one-half (1/2) hour from the time appointed for a general meeting, a quorum is not present, the meeting shall stand adjourned to the corresponding day in the next week at the same place and time and if at the adjourned meeting a quorum is not present for the meeting, the persons entitled to vote, who are present, constitute a quorum.

ORDER OF BUSINESS

15.
 - a. The president shall act as chairman of a general meeting and in his absence or disability, the vice-president or such other person as may be elected at the meeting.
 - b. The order of business at annual general meetings and as far as practical at all extraordinary meetings shall be:
 - i. Call to order by chairman
 - ii. Calling of the roll and certifying of proxies;
 - iii. Proof of notice of meeting or waiver of notice;
 - iv. Reading a disposal of any unapproved minutes;
 - v. Presentation of the financial report;

- vi. Election of members of the Board;
- vii. Unfinished business;
- viii. New business; and
- ix. Adjournment.

SHOW OF HANDS

16. At any general meeting a resolution by the vote of the meeting shall be by way of Ordinary Resolution, Special Resolution, or Unanimous Resolution as the case may be, and shall be decided on a show of hands, unless a poll is demanded by a person entitled to vote and present in person or by proxy. Unless a poll is so demanded, a declaration by the chairman that a resolution has, on the show of hands, been carried, is conclusive proof of the fact, without proof of the number or proportion of votes recorded in favour of or against such resolution. A demand for a poll may be withdrawn.

TAKING OF POLL

17. A poll, if demanded at any general meeting, shall be taken by Unit Factor as the chairman thinks fit, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll is demanded.

EQUALITY OF VOTES

18. In the case of equality of votes at any general meeting, whether on a show of hands or on a poll, the chairman of the meeting is entitled to a casting vote in addition to his original vote.

NUMBER OF VOTES

19. On a show of hands, each person entitled to vote shall, have one (1) vote. On a poll, the votes of persons entitled to vote shall correspond with the Unit Factors for the respective Units represented by them. Except for those matters requiring a Special Resolution or Unanimous Resolution, all matters shall be determined by a simple majority vote.

MANNER OF VOTING

20. On a show of hands or on a poll, votes may be given either personally or by proxy.

APPOINTMENT OF PROXY

21. An instrument appointing a proxy shall be in writing under the hand of the appointer or his solicitor and may be either general or for a particular meeting, but a proxy holder need not be an Owner.

RESTRICTIONS ON VOTING

22.

- a. There are no restrictions or limitations on the right to vote except that an Owner is not entitled to vote at any general meeting unless all contributions payable in respect of his Unit have been paid, provided that such inability on the part of the Owner shall not in any way affect the right of the mortgagee first entitled in priority to the Owner's Unit, to vote in accordance with the Act.
- b. Notwithstanding anything contained herein to the contrary, at any general meeting of the Corporation, there shall be deemed to be two (2) separate meetings held, one for the Commercial Component under the direction of the Commercial Committee and one for the Residential Component under the direction of the Residential Committee. Each meeting will deal with only those matters which are the exclusive responsibility of the respective committees and shall only have power to direct their respective committee, unless the matter is one which is the responsibility of the Board as a whole, in which event a joint meeting will be held and any resolution passed at such joint meeting must be approved by a majority of the Residential Owners, and by the Commercial Owner.

VOTES BY CO-OWNERS

23. Co-owners may vote by proxy jointly appointed by them and in the absence of such proxy are entitled to one vote on a show of hands, but any one co-owner may demand a poll and on any poll each co-owner is entitled to such part of the vote applicable to a Unit as is proportionate to his interest in the Unit.

VOTE WHEN SUCCESSIVE INTERESTS

24. Where Owners are entitled to successive interests in a Unit, the Owner entitled to the first interest is alone entitled to vote, whether on a show of hands or a poll.

VOTE OF TRUSTEE

25. Where an Owner is a trustee, he shall exercise the voting rights in respect of the unit to the exclusion of persons beneficially interested in the trust and those persons may not vote.

AMENDMENTS OF BY-LAWS

26. The By-Laws of the Corporation may be amended, repealed or replaced by Special Resolution.

VIOLATION OF BY-LAWS AND POWERS TO ENFORCE

27.

- a. In addition to those remedies established by applicable legislation, any infraction or violation of or default under these By-Laws or any rules and regulations established pursuant to these By-Laws on the part of an Owner, his servants, agents, licensees, invitees or tenants may be corrected, remedied or cured by the Corporation and any costs or expenses incurred or expended by the Corporation in correcting, remedying or curing such infraction, violation or default shall be charged to such Owner and shall be added to and become part of the assessment of such Owner for the month next following the date when such costs or expenses are expended or incurred (but not necessarily paid) by the Corporation and shall become due and payable on the date of payment of such monthly assessment and shall bear interest at the rate so declared applicable by the Board for that year.
- b. The Corporation may recover from an Owner, by an action for debt in any court of competent jurisdiction, any sum of money which the Corporation is required to expend as a result of any act or omission by the Owner, his servants, agents, licensees, invitees or tenants, which violates these By-Laws and there shall be added to any judgment all costs of such action, including costs as between solicitor and client. Nothing herein shall be deemed to limit any right of any Owner to bring an action or proceeding for the enforcement and protection of his rights and the exercise of these remedies.
- c. The Board may exercise the powers provided for in the Act.
- d. The Corporation is authorized to make applications to the court pursuant to the Act.

ASSESSMENTS AND BUDGETS

28.

- a. At least fifteen (15) days prior to the end of each fiscal year, or at such other time or times as may be determined by the Board, the Board shall deliver or mail each of the Owners, at the municipal address of his Unit, or that address the Owner has designated for service, the following:
 - i. To the Residential Owners, a copy of the budget for Common Expenses and Residential Expenses for the next ensuing fiscal year, and a notice of the monthly assessment for their respective contribution towards the Common Expenses and Residential Expenses, as the case may be, for said ensuing fiscal year. Said assessment shall be made to the Residential Owners in proportion to their Unit Factors as shown on the Condominium Plan; and
 - ii. To the Commercial Owner, a notice of the monthly assessment for its contribution toward the Common Expenses for the said ensuing fiscal year.
- b. The budget shall set out by categories an estimate of the Common Expenses and Residential Expenses (as the case may be) for the next fiscal year, or such other fiscal period as may be determined by the Board. The budget shall include a reasonable provision for contingencies and replacements.
- c. The Common Expenses and Residential Expenses set forth in each assessment shall be payable to the Residential Committee or to any other persons, firm or corporation to

whom the Residential Committee shall direct payment to be made, from time to time, in twelve (12) equal and consecutive monthly installments, payable in advance, on the first day of each and every month, the first installment to be made on the first day of the month immediately following receipt of such notice of assessment.

- d. All payments of whatsoever nature, required to be made by each Owner and paid within ten (10) days from the due date for payment, shall bear interest at the Interest Rate from the date when due until paid. All payments on account shall first be applied to interest and then to the assessment payment first due.
- e. Within thirty (30) days following written application by the Owner, the Board shall furnish to the Owner a statement setting forth, as of that date, the amount of any unpaid assessments then due from such Owner.
- f. The Common Expenses shall be paid by the Residential Owners and the Commercial Owner in the same proportion as their respective Unit Factors relate to the total Unit Factors of all Owners.
- g. In addition to their respective share of the Common Expenses, the Residential Owners shall pay a proportionate amount of the estimated monthly Residential Expenses in advance on demand from the Residential Committee. Such proportionate amount of the Residential Expenses shall be determined on the same proportion as each Unit Factor relates to the total of the Unit Factors of the Residential Expenses from the said Residential Owners, and the liability of the said Residential Owners to pay the Residential Expenses shall be governed by these By-Laws, mutatis mutandis.
- h. In addition to its share of the Common Expenses, the Commercial Owner shall pay the Commercial Expenses in advance on demand from the Commercial Committee. The power of the Commercial Committee to collect the Commercial Expenses from the Commercial Owner, and the liability of the said Owner to pay the Commercial Expenses shall be governed by these By-Laws, mutatis mutandis.

SPECIAL ASSESSMENTS

- 29. If at any time it appears that the annual assessment or contribution towards the Common Expenses or the Residential Expenses (as the case may be), will be insufficient to meet the said Common Expenses or Residential Expenses, the Board may assess, in accordance with the formulae established in By-Law 28, and collect a special contribution or contributions against each Unit, in an amount sufficient to cover the additional anticipated Common Expenses or Residential Expenses (as the case may be). The Board shall give notice of such further assessment to all Owners, which shall include a written statement setting out the reasons for the assessment and each assessment shall be due and payable by each Owner in the manner and on the date or dates specified in the notice. All such special contributions shall be payable within ten (10) days of the due date for payment as specified in the notice and if not paid, shall bear interest at the Interest Rate.

DEFAULT IN PAYMENT OF ASSESSMENTS

30.

- a. The Corporation shall and does hereby have a lien on and a charge against the estate or interest of any Owner for any unpaid contribution, assessment, installment or payment due to the Corporation, which lien shall be lien against such estate or interest subject only to the rights of any registered mortgagee and any municipal or local authority in respect of unpaid realty taxes, assessments or charges of any kind against the Unit title or interest of such Owner. The Corporation shall have the right to file a caveat or encumbrance against the Unit title or interest of such Owner in respect of the lien or charge for the amount of such unpaid contribution, assessment, installment or payment as hereinbefore mentioned, and for so long as such unpaid contribution, assessment, instalment or payment remains unpaid, provided that each such caveat or encumbrance shall not be registered until after the expiration of thirty (30) days (or any accelerated assessments, installments and payments), shall give to the Corporation a mortgage or encumbrance for the full amount thereof and all contributions, assessments, installments and/or payments, and interest thereon at the Interest Rate from the due date or dates for payment of the same, and the Corporation shall be entitled to enforce its lien, charge and security and pursue such remedies as may be available to it at law or in equity, from time to time including the recovery by the Corporation of its legal fees and disbursements on a solicitor and his own client basis from such defaulting Owner.
- b. Any other Owner person, firm, or corporation whatsoever may pay any unpaid contribution, assessment, installment or payment after the expiration of thirty (30) days following the due date for payment by the Owner in default, with respect to a Unit, and upon such payment, such party, person, firm or corporation shall have a lien, subject to the estates or interests hereinbefore mentioned and shall be entitled to file a caveat or encumbrance in respect of the amount so paid on behalf of the Owner in default, and shall be entitled to enforce his lien, thereby created, in accordance with the other terms and conditions of this provision.
- c. Notwithstanding and in addition to any other term, condition or provision herein contained or implied, each unpaid contribution, assessment, installment or payment shall be deemed a separate, distinct and personal debt and obligations of the Owner against whom the same is assessed and collectible as such. Any action, suit or proceeding to recover such debt or to realize on any judgement therefore shall be maintainable as a separate action, suit or proceeding without foreclosing or waiving the lien, charge or security, securing the same.
- d. In the event of any assessment against or installment or payment due from an Owner remaining due and unpaid for a period of ninety (90) days, the Board may give notice of such default to all mortgagees having an interest in such Owner's Unit who have notified their interest to the Corporation.
- e. In the event of any assessment against or installment or payment due from an Owner remaining due and unpaid for a period of thirty (30) days, the Board, at its election, may

accelerate the remaining monthly contributions, assessments, installments and payments for the fiscal year then current upon notice to the Owner in arrears, and thereupon all such unpaid and accelerated monthly contributions, assessments, installments and payments shall become payable on and as of the date of the said notice, PROVIDED THAT no such acceleration shall affect the interests of or be binding upon any registered mortgagee.

- f. Notwithstanding all other provisions hereof the lien, charge, or security created, as hereinbefore mentioned and referred to in the preceding paragraphs, shall be subject always and subordinate to, and shall not affect the rights of the holder of, any indebtedness secured by any registered mortgage and the Corporation or other party shall, upon the request of such registered mortgagee, at the expense of such other party or the Corporation, as the case may be, execute and deliver such postponements, agreements or instruments of subordination as the said mortgagee shall reasonably require to fully and effectively establish or maintain its priority as a registered mortgagee in respect of a Unit title against which it has a registered its mortgage.
- g. All reasonable costs of the Corporation and legal costs and disbursements incurred by the Corporation (including costs on a solicitor and his own client basis) in registering and discharging a Caveat which either the Corporation or its agents expend as a result of any act or omission of any Owner, his servants, agents, licensees, invitees or tenant which violates these By-laws or any rules or regulations established pursuant thereto or incurred or in any way for securing or enforcing its interests hereunder or the taking of any remedies to cure any default hereunder shall constitute a payment due and payable to the Corporation.

ESTOPPEL CERTIFICATES

- 31. Any certificates as to an Owner's position with regard to contributions, expense assessments or otherwise, issued by an officer of the Corporation or the managing agent, shall be deemed to be an Estoppel Certificate and the Corporation and all of the Owners shall be estopped from denying the accuracy of such certificate against any mortgagee, purchaser or other person dealing with the Unit Owner; but this shall not prevent the enforcement against the Unit Owner incurring the said expense, of all obligations of the said Unit Owner, whether improperly stated in such estoppel certificate or not. The Corporation may charge a reasonable fee for the preparation and issuance of any Estoppel Certificates.

LEASING OF UNITS

- 32.
 - a. In the even that any Residential Owner desires to lease or rent his Unit he shall furnish to the Corporation an undertaking, in form satisfactory to the Corporation, signed by the proposed lessee or occupant, that the proposed lessee or occupant of the Unit will

comply with the provisions of the Act and of the By-laws of the Corporation. Any such undertaking shall include the following:

- i. The name and place of notice of the lessee;
- ii. An acknowledgement of the lessee of receipt of a copy of these By-Laws and the current monthly condominium assessment;
- iii. And undertaking to pay and indemnification of the monthly condominium assessment to the Corporation.

The Residential Owner shall not be released of any of his obligations and shall be jointly and severally liable with the proposed lessee or occupant with respect to such obligations.

- b. The Corporation is authorized to:
 - i. Impose and collect deposits under Section 44 of the Act;
 - ii. Give notices to give up possession of Residential Units under Section 45 of the Act; and
 - iii. Make applications to the Court under Sections 46 and 47 of the Act.
- c. No lessee shall be liable for the payment of contributions or assessments or common expenses under these By-Laws unless notified by the Corporation that the Owner from whom he rents the Unit is in default of payment of contributions, in which case the lessee shall deduct from the rent payable to the Owner, such default contributions, and shall pay the same to the Corporation. Any such payment by the lessee shall be deemed to be a rental payment made to the Owner.

SEVERABILITY

33. The provisions hereof shall be deemed independent and severable and the invalidity in whole or in part of any By-Law does not affect the validity of the remaining By-Laws, which shall continue in full force and effect as if such invalid portion had never been included therein.

EXCLUSIVE USE AREAS AND PARKING AREAS

- 34.
- a. The Residential Committee shall designate and assign to each Residential Unit a portion of the Residential Component described as “residential parking” on the basement level as shown on the Condominium Plan, to be designated as an exclusive use parking area for each respective Residential Unit, and shall not be cancellable without the unanimous consent of the Residential Owners. The parking area shall be used exclusively by the respective Residential Owners for the purpose of parking private motor vehicles.
 - b. The Board shall designate to the Commercial Owner that portion of the common property shown on the Condominium Plan as “commercial parking”, which area shall be used exclusively by the said Commercial Owner, and shall be maintained by the Commercial Committee.

- c. The Residential Committee shall designate and assign to each Residential Owner that portion of the common property so shown on the Condominium Plan as a balcony or deck adjacent to each Residential Unit, which area shall be referred to as the privacy area. The maintenance of said balcony or deck shall be at the sole expense of the Residential Owner to whom it has been assigned (unless otherwise determined at an annual general meeting of the Owners), provided that should the Residential Owner fail to properly maintain any such area assigned to him after two (2) weeks' notice, or to correct any maintenance problem set forth in any notice from the Residential Committee, the Residential Committee or its representative may order the maintenance corrected and the Residential Owner affected shall reimburse the Residential Committee for all monies expended and all costs incurred thereon and pay interest thereon at the Interest Rate, after demand for payment. The painting of fences or rails on or about the said areas shall be first approved by the Board with respect to colour and paint.
- d. The Board may, in addition to other restrictions set out in these By-laws, specify and limit the nature and extent of the use or uses of any such exclusive use area assigned or designated by it.
- e. While any such parking area or exclusive use area is not included in the Condominium Plan as part of a condominium unit, and shall not be deemed to be an area leased pursuant to Section 41 of the Act, any such parking or exclusive use area shall be maintained at the sole expense of the Owner to whom it has been assigned PROVIDED THAT the Board through the agency of the Commercial Committee or the Residential Committee, as the case may be, shall be responsible for removing ice, slush and snow from driveways, common walkways and outside parking areas, structurally maintaining parking areas, balconies and steps to a standard considered reasonable by the respective Committees, and in relation to their respective areas of responsibility.
- f. The term exclusive use area does not include any fence, rail or similar structure bordering any designated exclusive use area.
- g. The Residential Committee, at its option, may require a Residential Owner to pay electrical charges for and in connection with any plug-in facility where such plug-in facility is not metered to the Residential Unit of the Residential Owner who is using such plug-in facility.
- h. The Corporation and its servants and agents shall, notwithstanding the grant of any right, license or privilege or exclusive use of any area to any Owner, have and enjoy free and uninterrupted right at any and all times and from time to time to enter upon, pass and repass over, and occupy any and all parts of such exclusive use area for the purpose of carrying out any of the duties or functions of the Corporation.

OPERATIONAL RULES AND REGULATIONS

35. The Residential Owners shall not:

- a. Use his Unit or any part thereof for any commercial or other non-residential purpose, or for any purpose which may be illegal or injurious to the reputation of the condominium project, or for any purpose involving the attendance of the public at such Unit;
- b. Use or permit the use of his Unit other than as a single family dwelling, and shall not allow any portion or portions of his Unit to be rented to roomers or boarders;
- c. Keep or allow any animal, livestock, fowl or pet of any kind at any time to be in his Unit or on the common property without the specific approval in writing of the Residential Committee, which approval the Residential Committee may arbitrarily withhold and may, if given, be withdrawn any time on seven (7) days' notice to that effect. No canine pets will be approved for residency. All approved cats must be maintained wholly within the particular Unit;
- d. Make or permit noise in or about any Unit or the common property which in the reasonable opinion of the Residential Committee is a nuisance or unreasonably interferes with the use and enjoyment of a Unit or the common property by any other Owner. No instrument or other device shall be used within a Unit which, in the opinion of the Residential Committee, causes a disturbance or interferes with the comfort of other Owners;
- e. Erect or place any building, structure, tent or trailer (either with or without living, sleeping or eating accommodation) on the common property or on any privacy area assigned to him;
- f. Without the consent in writing of the Residential Committee first had and obtained, erect a television or mobile telephone or radio antenna, satellite dish, tower or similar structure;
- g. Store any coal or any combustible, inflammable or offensive goods, provisions or materials in his Unit or on the common property, provided however the Residential Committee may pass regulations for the storage and use of fireplace and barbeque material within the Unit or privacy area;
- h. Do anything or permit anything to be done in his Unit or the common property which will or would tend to increase the risk of fire or the rate of fire insurance premiums with respect thereto;
- i. Do anything or permit anything to be done either in the Unit or on the common property that is contrary to any statute, ordinance, by-law or regulation of any government authority, whether federal, provincial or municipal;
- j. Deposit customary household refuse and garbage outside the Units, except in proper garbage containers supplied by the Residential Committee and in enclosures designated by the Residential Committee;
- k. Permit any member of his household, guests or visitors to trespass on the part of the parcel to which another Owner is entitled to exclusive occupation;
- l. Erect, place, allow, keep or display signs, billboards, advertising matter or other notices or displays of any kind on the common property or in or about any Unit in any manner which may make the same visible from outside of the Unit, without the prior approval of the Residential Committee;

- m.
 - i. Use any part of the common property other than a parking area designated under By-Law 34 for the parking of any motor vehicles except in accordance with permission in writing from the Residential Committee, or
 - ii. Allow vehicles, motorized or otherwise, to be parked other than in an area designated by the Residential Committee, or
 - iii. Keep on the common property any private passenger automobile which is not being used from day to day, or
 - iv. Use any parking area for washing, repairing or storing inoperable vehicles;
- n. Obstruct or permit any walkways, passage or driveways or parking areas to be obstructed by the actions of his family or his guests;
- o. Allow his Unit, garage, designated parking area or privacy area assigned to him to become unsanitary or unsightly in appearance;
- p. Make or cause to be made structural alteration or addition to his Unit without first having the design and specifications of such alteration or addition approved in writing by the Residential Committee. An alteration or addition made by an Owner without such approval may be restored or removed by the Residential Committee or its duly authorized representative or representatives and any costs incurred by the Residential Committee as a result thereof shall forthwith be paid by such Owner to the Residential Committee and shall bear interest at the Interest Rate from the time such costs are incurred until paid;
- q. Allow the area around his premises to become untidy. The Residential Committee shall be at liberty to remove any rubbish or clean up the common property in close proximity to an Owner's premises to its satisfaction and charge the expense to the Owner;
- r. Do any act or thing or neglect or fail to do any act or thing which would render invalid any insurance in force and maintained by the Corporation or which would increase the premium thereof; or
- s. Allow or cause any household or personal effects or articles belonging to him to be kept anywhere except inside his Unit and privacy area, when not in actual use and each Owner will comply with all reasonable requests of the Residential Committee or its representative that all household or personal effects or articles, including bicycles, toys and the like things belonging to an Owner's household to be put away inside such Unit or privacy area, when not in actual use.

COMMERCIAL USE OF COMMERCIAL COMPONENT

36. The Commercial Owner shall be entitled to the use of the Commercial Component for the commercial purposes and to lease all or any portion of the Commercial Component to one or more parties provided said use is in accordance with all By-Laws set out herein and regulations of any government authority.



Owner	comm-1
Status	Current
From	01/01/1970
To	
Office	(780) 641-0229
Legal	

Date	06/05/2026
Property	39
	PLAZA 14
Total Fees	0.00
Deposit	0.00
Home	

[illegible]



STARKE CAPITAL CORP
C/O BDO CANADA LTD
520, 999 - 8 STREET SW
CALGARY AB T2J 1J5
Canada

Ledger

Owner comm-1
Status Current
From 01/01/1970
To
Office (780) 641-0229
Legal

Date 06/05/2026
Property 39
PLAZA 14
Total Fees 0.00
Deposit 0.00
Home

Date	Description	Unit	Charge	Payment	Balance	Chg/Rec
Balance Forward						
07/05/2012				8,926.56	184.50	R-451984
07/10/2012	CHARGEBACKS INV#1078 - THE DRAIN DOCTOR - INVOICE #185910	COMM	806.68		991.18	C-509072
07/11/2012	ResExp INV#1079 - READ JONES CHRISTOFFERSEN - INVOICE	COMM	1,600.46		2,591.64	C-509137
08/07/2012	CHQ			2,407.14	184.50	R-455715
08/09/2012	ResExp INV#1080 - ADEM ENGINEERING - INV#9577	COMM	1,181.88		1,366.38	C-513608
09/10/2012	CHQ - INV#1080			1,181.88	184.50	R-459605
10/05/2012	CHQ - INV #1079			184.50	0.00	R-463508
10/16/2012	ResExp INV#1081 - PEDDIE ROOFIING	COMM	7,330.12		7,330.12	C-522676
11/09/2012	ResExp INV#1082 - TROTTER & MORTON	COMM	625.61		7,955.73	C-527576
11/14/2012	CHQ - INV#1081			7,330.12	625.61	R-467778
11/26/2012	CHARGEBACKS INV#1083 - FAHRENHEIT 451	COMM	787.50		1,413.11	C-528095
12/14/2012	CHQ - INV# 1082 - TROTTER & MORTON			625.11	788.00	R-472005
12/28/2012	CHQ - INV#1083			787.50	0.50	R-472268
01/16/2013	ResExp INV#1084 - R J C - INVOICE #130396	COMM	1,073.33		1,073.83	C-537478
02/15/2013	ResExp ADJUST INV#1082 - TROTTER & MORTON	COMM	(0.50)		1,073.33	C-542503
02/15/2013	CHQ - INV#1084 - RJC			1,073.33	0.00	R-480183
02/19/2013	ResExp INV#1085 - FAHRENHEIT 451 - INV #19908	COMM	537.08		537.08	C-542513
03/07/2013	Alarm INV#1086 - FAHRENHEIT 451 - INVOICE #20036	COMM	135.42		672.50	C-547159
04/17/2013	Ins INV#1087 - RELIANCE ASSET - INV#5127.0	COMM	551.07		1,223.57	C-552080
05/09/2013	ResExp INV#1088 - READ JONES - INV#136596	COMM	909.70		2,133.27	C-556973
05/13/2013	Alarm INV#1089 - FAHRENHEIT 451 - INV#20923	COMM	135.42		2,268.69	C-556977
05/17/2013	CHQ			2,081.42	187.27	R-492145
05/27/2013	CHQ			672.50	(485.23)	R-492248
05/31/2013	INS. DOWN PAYMENT	COMM	1,530.35		1,045.12	C-561917
06/04/2013	INS. PAYMENT MAY	COMM	907.57		1,952.69	C-561918
06/04/2013	CHQ - INSURANCE			907.57	1,045.12	R-494947
06/06/2013	ResExp INV#1090 - COLLIERS INTERNATIONAL	COMM	2,166.78		3,211.90	C-561867
06/06/2013	ResExp INV#1091 - RJC CONSULTING	COMM	443.20		3,655.10	C-561876
07/03/2013	CHQ			907.57	2,747.53	R-499057
07/05/2013	INS. PAYMENT	COMM	907.57		3,655.10	C-566234
07/05/2013	ResExp INV#1092 - RJC CONSULTING	COMM	1,428.10		5,083.20	C-566241
07/23/2013	ResExp INV#1093 - PLACE-CRETE SYSTEMS INC.	COMM	30,519.65		35,602.85	C-566888
08/02/2013	CHQ			907.57	34,695.28	R-503139
08/30/2013	CHQ			3,655.10	31,040.18	R-504714
08/31/2013	INS. PAYMENT	COMM	907.57		31,947.75	C-575291
09/04/2013	CHQ - INSURANCE			907.57	31,040.18	R-507196
09/05/2013	CHQ - DOUGLAS ROBERTSON			34,695.28	(3,655.10)	R-508365
09/12/2013	ResExp INV#1094 - FAHRENHEIT 451	COMM	584.05		(3,071.05)	C-575284
09/30/2013	INS. PAYMENT	COMM	907.57		(2,163.48)	C-580303
10/04/2013	CHQ - INSURANCE			907.57	(3,071.05)	R-511539
Summary						
Current	30 Days	60 Days	90 Days	Prepay	Amount Due	
0.00	46,236.68	0.00	202,046.98	(0.00)	248,283.66	



STARKE CAPITAL CORP
C/O BDO CANADA LTD
520, 999 - 8 STREET SW
CALGARY AB T2J 1J5
Canada

Ledger

Owner comm-1
Status Current
From 01/01/1970
To
Office (780) 641-0229
Legal

Date 06/05/2026
Property 39
PLAZA 14
Total Fees 0.00
Deposit 0.00
Home

Date	Description	Unit	Charge	Payment	Balance	Chg/Rec
	Balance Forward					
10/15/2013	ResExp INV#1095 - PLACE-CRETE SYSTEMS INC.	COMM	806.63		(2,264.42)	C-580367
10/15/2013	ResExp INV#1096 - PLACE-CRETE SYSTEMS INC.	COMM	3,480.70		1,216.28	C-580368
10/17/2013	CHQ - INV#1094			584.05	632.23	R-512817
10/21/2013	Alarm INV#1097 - FAHRENHEIT 451	COMM	135.42		767.65	C-580396
10/31/2013	INS. PAYMENT	COMM	907.57		1,675.22	C-585122
11/05/2013	CHQ			907.57	767.65	R-515923
11/30/2013	INS. PAYMENT	COMM	907.57		1,675.22	C-590048
12/03/2013	CHQ			907.57	767.65	R-519767
12/06/2013	CHQ			4,422.75	(3,655.10)	R-521010
12/31/2013	INS. PAYMENT	COMM	907.57		(2,747.53)	C-595208
01/06/2014	CHQ - INSURANCE			907.57	(3,655.10)	R-524114
01/31/2014	INS. PAYMENT	COMM	907.57		(2,747.53)	C-600406
02/05/2014	CHQ - INSURANCE			907.57	(3,655.10)	R-528567
02/28/2014	INS. PAYMENT	COMM	907.57		(2,747.53)	C-606198
03/04/2014	CHQ - INSURANCE			907.57	(3,655.10)	R-533177
03/20/2014	INS. PAYMENT	COMM	907.57		(2,747.53)	C-606199
04/08/2014	CHARGEBACKS INV#1098 - FAHRENHEIT 451 - INV#23127	COMM	829.50		(1,918.03)	C-611533
04/16/2014	CHARGEBACKS INV#1099 - RELIANCE ASSESST - INV#5127.1	COMM	61.56		(1,856.47)	C-611556
05/07/2014	CHQ - INV#1098			829.50	(2,685.97)	R-543921
05/23/2014	CHQ - INV #1099 - RELAINCE			61.56	(2,747.53)	R-544169
06/12/2014	CHARGEBACKS INV#2014-001 - RENFREW INSURANCE LTD	COMM	2,942.04		194.51	C-622676
06/13/2014	CHARGEBACKS INV#2014-002 - TROTTER & MORTON	COMM	389.55		584.06	C-622679
07/15/2014	CHQ - INV#2014-001 - RENFREW INSURANCE			2,942.04	(2,357.98)	R-553286
11/07/2014	FIRE ALARM - ANNUAL INSPECTION	COMM	1,333.50		(1,024.48)	C-650547
11/20/2014	INV#2014-003 - RENFREW INSURANCE	COMM	10,292.30		9,267.82	C-650721
12/12/2014	CHQ - INV#2014-003			5,146.15	4,121.67	R-578360
01/15/2015	CHQ - INV#2014-003 - RENFREW INSURANCE			857.69	3,263.98	R-583304
01/20/2015	CHARGEBACKS INV#2015-001 - FAHREINHEIT 451 - INV#00102863	COMM	267.75		3,531.73	C-662531
01/30/2015	CHQ - TROTTER & MOTON - INV#2014-002			389.55	3,142.18	R-583684
02/06/2015	CHQ - INV#2014-003 - RENFREW INSURANCE			857.69	2,284.49	R-588384
02/10/2015	CHARGEBACKS INV#2015-002 - FAHRENHEIT 451 - SPRINKLER	COMM	135.42		2,419.91	C-668728
03/10/2015	ResExp INV#2015 - 003 - RJC CONSULTING - FLOOR SLAB CAPACITY	COMM	408.73		2,828.64	C-675032
03/10/2015	CHQ - INV#2015-001			267.75	2,560.89	R-593622
03/13/2015	CHQ - INSURANCE			857.69	1,703.20	R-593705
04/08/2015	CHQ - INSURANCE			857.69	845.51	R-597302
04/15/2015	INV#2015-004 - RELIANCE ASSET CONSULTING - INSURANCE	COMM	73.87		919.38	C-681514
05/08/2015	CHQ - INV#2014-003 - RENFREW INSURANCE			857.69	61.69	R-604250
05/11/2015	RM Bldng inv#2015-005 - FAHRENHEIT 451 - SPRINKLER INSPECTION	COMM	135.42		197.11	C-687785
05/27/2015	CHQ - FIRE ALARM - ANNUAL INSPECTION			1,333.50	(1,136.39)	R-604550
06/10/2015	CHQ - INSURANCE			857.69	(1,994.08)	R-609720
Current	30 Days	60 Days	90 Days	Prepay	Amount Due	
0.00	46,236.68	0.00	202,046.98	(0.00)	248,283.66	



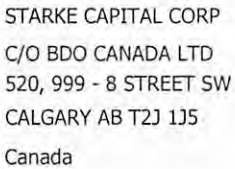
STARKE CAPITAL CORP
C/O BDO CANADA LTD
520, 999 - 8 STREET SW
CALGARY AB T2J 1J5
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Ledger

Owner comm-1
Status Current
From 01/01/1970
To
Office (780) 641-0229
Legal

Date 06/05/2026
Property 39
PLAZA 14
Total Fees 0.00
Deposit 0.00
Home

Date	Description	Unit	Charge	Payment	Balance	Chg/Rec
Balance Forward						
06/26/2015	Alarm INV#2015-66 - FAHRENHEIT 451 - FIRE HOSES - HYDROTESTED	COMM	306.60		(1,687.48)	C-695173
06/30/2015	CHQ - INV#'S - 2015-004 / 2015-005			209.29	(1,896.77)	R-610060
07/07/2015	ResExp INV#2015-007 - RJC - POST TENSIONING SYSTEM UPDATE	COMM	2,644.46		747.69	C-700655
07/08/2015	INV#2015-008 - RENFREW INSURANCE - JULY/2015 - OCT/2016	COMM	17,342.68		18,090.37	C-700660
08/25/2015	Intercom INV#2015-009 - CHUBB EDDWARDS - SPRINKLER	COMM	135.42		18,225.79	C-707730
08/25/2015	ResExp INV#2015-010 - RJC - POST TENSIONING - "2015" UPDATE	COMM	443.20		18,668.99	C-707731
08/28/2015	CHQ			715.33	17,953.66	R-620884
08/28/2015	CHQ - INSURANCE			2,167.84	15,785.82	R-620885
09/18/2015	CHQ - INV#2015-008 - INSURANCE			1,083.92	14,701.90	R-626164
10/08/2015	RM Bldng INV#2015-011 - COLIN BENNETT - CORDY INV#1509333 -	COMM	536.28		15,238.18	C-719956
10/08/2015	RM Bldng INV#2015-012 - DRAIN DOCTOR - INV#212715 - AUGER	COMM	184.67		15,422.85	C-719957
10/08/2015	RM Bldng INV#2015-013 - WHYNOT CONSTRUCTION - INV#15-443 -	COMM	815.50		16,238.35	C-719958
10/08/2015	ResExp INV#2015-014 - RJC - INV#189314 - POST TENSIONING	COMM	1,048.92		17,287.27	C-719959
10/15/2015	CHQ - INV#2015-008 - INSURANCE			1,083.92	16,203.35	R-631563
11/09/2015	RM Bldng INV#2015-015 - DRAIN DOCTOR - INV#211542 - PARKADE -	COMM	620.49		16,823.84	C-726671
11/09/2015	ResExp INV#2015-016 - RJC - INV#190846 - POST TENSIONING	COMM	1,723.57		18,547.41	C-726672
11/18/2015	CHQ - INV#2015-008 - RENFREW INSURANCE			1,083.92	17,463.49	R-637075
11/24/2015	RM Bldng INV#2015-017 - MOBILE LOCKSMITH - INV#887194 -	COMM	122.38		17,585.87	C-727376
12/16/2015	CHQ - INV#2015-008 - RENFREW INSURANCE			1,083.92	16,501.95	R-642742
01/11/2016	ResExp INV#2016-001 - TROTTER & MORTON - INV#130128	COMM	1,475.26		17,977.21	C-740117
01/15/2016	CHQ - INV#2015-008 - RENFREW INSURANCE			1,083.92	16,893.29	R-648238
01/27/2016	RM Bldng INV#2016-002 - ROOF HOSPITAL - INV#5258	COMM	1,501.97		18,395.26	C-740886
02/16/2016	CHQ - INV#2015-008 - RENFREW INSURANCE			1,083.92	17,311.34	R-654045
03/02/2016	ResExp INV#2016-003 - CHUBB EDWARDS - INV#Z000346822	COMM	16,968.35		34,279.69	C-753230
03/15/2016	CHQ - INV#2015-008 - RENFREW INSURANCE			1,083.92	33,195.77	R-662571
03/18/2016	CHQ - ARREARS			1,500.00	31,695.77	R-662622
04/18/2016	CHQ - INV#2015-008 - RENFREW INSURANCE			1,083.92	30,611.85	R-668235
04/18/2016	CHQ - ARREARS			1,500.00	29,111.85	R-668236
05/09/2016	RM Bldng INV#2016-004 - ROOF HOSPITAL INV#5484	COMM	1,315.92		30,427.77	C-766290
05/10/2016	Audit INV#2016-005 - RELIANCE ASSET INV#7328.0	COMM	553.42		30,981.19	C-766315
05/16/2016	CHQ - INV#2015-008 - RENFREW INSURANCE			1,083.92	29,897.27	R-673931
05/16/2016	CHQ			1,500.00	28,397.27	R-673932
06/23/2016	CHQ - INV#2015-008 - RENFREW INSURANCE			1,083.92	27,313.35	R-679778
06/23/2016	CHQ			1,500.00	25,813.35	R-679779
07/15/2016	CHQ - INV#2015-008 - RENFREW INSURANCE			1,083.92	24,729.43	R-685424
07/15/2016	CHQ			1,500.00	23,229.43	R-685423
08/15/2016	CHQ - INV#2015-008 - RENFREW INSURANCE			1,083.92	22,145.51	R-691110
08/15/2016				1,500.00	20,645.51	R-691111
08/31/2016	ResExp INV#2016-006 - RJC LTD - INV#211110	COMM	2,117.53		22,763.04	C-786962
08/31/2016	CHARGEBACKS INV#2016-007 - TROTTER & MORTON - INV#138033	COMM	225.75		22,988.79	C-786963
Current		30 Days	60 Days	90 Days	Prepay	Amount Due
0.00		46,236.68	0.00	202,046.98	(0.00)	248,283.66



Owner comm-1
Status Current
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Date	06/05/2026
Property	39
	PLAZA 14
Total Fees	0.00
Deposit	0.00
Home	

Date	Description	Unit	Charge	Payment	Balance	Chg/Rec
Balance Forward						
09/09/2016	CHQ			17,592.14	5,396.65	R-696652
09/16/2016	CHQ			885.57	4,511.08	R-696759
09/16/2016	CHQ - INV#2015-008 - RENFREW INSURANCE			1,083.92	3,427.16	R-696758
09/30/2016	Alarm INV#2016-008 - CHUBB EDWARDS - INV#Z000387426	COMM	826.33		4,253.49	C-793695
10/03/2016	ResExp INV#2016-009 - READ JONES - INV#213825	COMM	1,477.35		5,730.84	C-793706
10/19/2016	CHQ - INV#2015-008- RENFREW INSURANCE			1,083.88	4,646.96	R-702253
10/19/2016	CHQ			2,343.28	2,303.68	R-702252
10/27/2016	INV#2016-010 - ARTHUR J. GALLAGHER - INSURANCE - OCT	COMM	12,650.34		14,954.02	C-800168
11/14/2016	Plumb INV#2016-011 - TROTTER & MORTON - INV#194335	COMM	841.58		15,795.60	C-806158
11/18/2016	CHQ - INV#2016-008			826.33	14,969.27	R-707663
11/18/2016	CHQ - PORTION - INV#2016-010 - INSURANCE			1,054.14	13,915.13	R-707664
11/29/2016	ResExp INV#2016-012 - RESIDENTIAL ROOFING CONSULTANTS -	COMM	1,231.12		15,146.25	C-806841
12/16/2016	CHQ - INV#2016-010 - ARTHUR .J. GALLAGHER INSURANCE			1,054.20	14,092.05	R-712838
12/27/2016	CHQ - INV#2016-009			1,477.35	12,614.70	R-712929
01/12/2017	ResExp INV#2017-001 - RJC ENGINEERS - INV#220499	COMM	640.18		13,254.88	C-819451
01/13/2017	CHQ - INV#2016-010 - ARTHUR .J. GALLAGHER INSURANCE			1,054.20	12,200.68	R-718089
01/17/2017	CHQ - INV#2016-011			841.58	11,359.10	R-718153
02/06/2017	ResExp INV#2017-002 - RJC ENGINEERS - INV#222257	COMM	332.40		11,691.50	C-826450
02/10/2017	CHQ - INV#2016-010 - ARTHUR .J. GALLAGHER			1,054.20	10,637.30	R-723443
02/15/2017	CHQ - INV#2016-012			1,231.12	9,406.18	R-723471
03/10/2017	CHQ - INV#2017-001			640.18	8,766.00	R-728784
03/15/2017	CHQ - INV#2016-010 - ARTHUT .J. GALLAGHER			1,054.20	7,711.80	R-728879
04/12/2017	Ins INV#2017-003 - RELIANCE ASSEST CONSULTING - INV#7328.1	COMM	73.67		7,785.47	C-840809
04/12/2017	ResExp INV#2017-004 - RJC ENGINEERS - INV#226208	COMM	449.26		8,234.73	C-840812
04/13/2017	CHQ - INV#2016-010 - ARTHUR .J. GALLAGHER			1,054.20	7,180.53	R-734233
05/10/2017	ResExp INV#2017-005 - RJC ENGINEERS - INV#228437	COMM	1,440.42		8,620.95	C-847720
05/10/2017	CHQ - INV#2016-010 - ARTHUT .J. GALLAGHER			1,054.20	7,566.75	R-739689
05/31/2017	ResExp INV#2017-006 - CCD WESTERN LTD. - INV#9254	COMM	31,808.82		39,375.57	C-848610
05/31/2017	ResExp INV#2017-006 - CCD WESTERN LTD. - INV#9272	COMM	3,534.31		42,909.88	C-848611
06/13/2017	ResExp INV#2017-008 - RJC ENGINEERS - INV#230304	COMM	738.68		43,648.56	C-854647
06/13/2017	CHQ - INV#2016-010 - ARTHUT .J. GALLAGHER			1,054.20	42,594.36	R-745241
06/19/2017	Alarm INV#2017-009 - CHUBB EDWARDS - INV#Z000485959	COMM	1,319.27		43,913.63	C-854665
07/14/2017	CHQ - INV#2016-010 - ARTHUT .J. GALLAGHER			1,054.20	42,859.43	R-750356
07/26/2017	CHQ - INV #'S - 2017-003/2017-004/2017-005			1,963.35	40,896.08	R-750499
08/11/2017	CHQ - INV#2016-010 - ARTHUT .J. GALLAGHER			1,054.20	39,841.88	R-755476
08/25/2017	CHQ - INV#'S - 2017-002/2017-006/2017-007/5017-008			36,414.21	3,427.67	R-755677
09/25/2017	CHQ - INV#2016-010 - ARTHUT .J. GALLAGHER			1,054.20	2,373.47	R-760680
10/13/2017	CHQ - INV#2016-010 - ARTHUT .J. GALLAGHER			1,054.20	1,319.27	R-765855
11/27/2017	RM Bldng INV#2017-010 - THE DRAIN DOCTOR - PARKADE - SEWER	COMM	152.66		1,471.93	C-887285
11/27/2017	RM Bldng INV#2017-011 - WHYNOT CONSTRUCTION - PARKADE -	COMM	1,108.67		2,580.60	C-887286
Current	30 Days	60 Days	90 Days	Prepay	Amount Due	
0.00	46,236.68	0.00	202,046.98	(0.00)	248,283.66	



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Date 06/05/2026
Property 39
PLAZA 14
Total Fees 0.00
Deposit 0.00
Home

Date	Description	Unit	Charge	Payment	Balance	Chg/Rec
Balance Forward						
12/11/2017	CHQ - INV#2017-009			1,319.27	1,261.33	R-776226
12/21/2017	INV#2017-012 - ARTHUR J. GALLAGHER - INSURANCE - OCT	COMM	11,210.72		12,472.05	C-893331
01/23/2018	CHARGEBACKS INV#2018-001 - TROTTER & MORTON INC. - INV	COMM	244.10		12,716.15	C-899528
01/26/2018	CHQ - INV#2017-12 - 1ST INSTALLMENT - INSURANCE			932.43	11,783.72	R-781442
01/26/2018	CHQ - INV#2017-010 & 2017-11			1,261.33	10,522.39	R-781441
02/09/2018	CHQ - INV#2017-12 - 2ND INSTALLMENT - INSURANCE			2,803.17	7,719.22	R-786101
04/10/2018	ResExp INV#2018-002 - TROTTER & MORTON INC. INV#211094 -	COMM	1,266.98		8,986.20	C-917567
04/16/2018	CHQ - INV#2017-12 - 3RD INSTALLMENT - INSURANCE			2,803.17	6,183.03	R-796786
05/24/2018	RM Bldng INV#2018-003 - WHYNOT CONSTRUCTION LTD. -	COMM	2,109.49		8,292.52	C-924469
06/05/2018	RM Bldng INV#2018-004 - TROTTER & MORTON INC. INV#212714 -	COMM	709.13		9,001.65	C-929924
06/14/2018	ResExp INV#2018-005 - READ JONES CHRISTOFFERSON LTD. -	COMM	2,265.27		11,266.92	C-929992
06/29/2018	Alarm INV#2018-006 - CHUBB SECURITY - INV#Z000588943 - ANNUAL	COMM	1,319.27		12,586.19	C-930763
06/29/2018	ResExp INV#2018-007 - RELIANCE ASSET - RESERVE FUND STUDY	COMM	2,205.59		14,791.78	C-930764
07/16/2018	ResExp INV#2018-008 - RELIANCE ASSET - RESERVE FUND STUDY	COMM	243.76		15,035.54	C-936090
07/16/2018	CHQ - INV#2017-12 - 4TH INSTALLMENT - INSURANCE			2,803.17	12,232.37	R-812228
07/27/2018	CHQ			244.10	11,988.27	R-812419
07/27/2018	CHQ			1,266.98	10,721.29	R-812420
09/10/2018	ResExp INV#2018-009 - INDUSTRIAL WATERPROOF SYSTEMS LTD. -	COMM	6,401.85		17,123.14	C-948496
09/13/2018	CHARGEBACKS INV#2018-010 - TROTTER & MORTON INC. -	COMM	498.75		17,621.89	C-948508
09/14/2018	CHQ - INV#2017-12 - 5TH INSTALLMENT - INSURANCE			1,868.78	15,753.11	R-822922
10/09/2018	CHARGEBACKS INV#2018-011 - FLO PROS. DRAIN SERVICES INC. -	COMM	393.96		16,147.07	C-955297
11/19/2018	CHQ			9,745.22	6,401.85	R-834279
12/20/2018	CHQ - INV#2018 - 009			6,401.85	0.00	R-839921
01/18/2019	RM Bldng INV#2019-001 - THE DRAIN DOCTOR - INV#238155 - AUGER	COMM	807.62		807.62	C-976933
01/18/2019	CHARGEBACKS INV#2019-002 - ARTHUR .J. GALLAGHER - INV#253023	COMM	13,344.46		14,152.08	C-976934
02/15/2019	ResExp INV#2019-003 - TROTTER & MORTON INC. - INV#220076 -	COMM	3,583.74		17,735.82	C-983936
02/22/2019	CHQ - INV#2019-001			807.62	16,928.20	R-851682
02/22/2019	CHQ - INV#2019-002			3,336.12	13,592.08	R-851683
03/14/2019	ResExp INV#2019-004 - WHYNOT CONSTRUCTION LTD.- INV#19-213R	COMM	1,016.72		14,608.80	C-990462
03/15/2019	CHQ - INV#2019-002			3,336.12	11,272.68	R-857317
03/19/2019	INV#2019-005 - ARTHUR .J. GALLAGHER - FINANCE CHARGES -	COMM	700.58		11,973.26	C-990521
03/19/2019	RM Bldng INV#2019-006 - THE DRAIN DOCTOR - AUGER CLEANOUT IN	COMM	433.36		12,406.62	C-990522
03/20/2019	CHQ - INV#2019-003			3,583.74	8,822.88	R-857383
04/16/2019	CHQ - INV#2019-002			3,336.12	5,486.76	R-863017
05/08/2019	CHQ - INV#2019-002			3,336.10	2,150.66	R-868647
05/15/2019	ResExp INV#2019-007 - DALROY CONTROLS LTD. - INV#17650 -	COMM	2,491.80		4,642.46	C-1004389
06/21/2019	CHQ - GROUP THREE PROPERTY MGMT			2,150.66	2,491.80	R-874622
07/11/2019	CHQ - INV#2019-007			2,491.80	0.00	R-880634
05/13/2020	CHARGEBACKS INV#2020-001 - ARTHUR .J. GALLAGHER -	COMM	19,916.64		19,916.64	C-1103674
06/24/2020	CHQ# 001586 - INV#001/2020 - FIRST INSTALLMENT			6,638.88	13,277.76	R-962726
Current						
	0.00					
30 Days						
	46,236.68					
60 Days						
	0.00					
90 Days						
	202,046.98					
Prepay						
	(0.00)					
Amount Due						
	248,283.66					



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Date 06/05/2026
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Total Fees 0.00
Deposit 0.00
Home

Date	Description	Unit	Charge	Payment	Balance	Chg/Rec
Balance Forward						
07/15/2020	CHQ - GROUP THREE PROPERTY			6,638.88	6,638.88	R-970201
07/16/2020	RM Bldng INV#2020-002 - THE DRAIN DOCTOR - INVOICE# 247790 -	COMM	308.27		6,947.15	C-1119642
07/16/2020	RM Bldng INV#2020-003 - WHYNOT CONSTRUCTION - INVOCIE#	COMM	934.87		7,882.02	C-1119643
07/29/2020	CHQ# 001605 - GROUP THREE PROPERTY			1,243.14	6,638.88	R-970406
08/18/2020	CHQ#001588 - INVOICE# 2020-001 - FINAL PAYMENT			6,638.88	0.00	R-977748
09/14/2020	RM Bldng INV#2020-004 - RJC ENGINEERS - INVOICE #323791 - BEVA	COMM	1,542.35		1,542.35	C-1135663
09/24/2020	ResExp INV#2020-004 - DAY 1 CONTRACTING - INVOICE# 859	COMM	2,363.76		3,906.11	C-1136243
10/05/2020	Chk# 001647 - CHQ - GROUP THREE PRPERTY			1,542.35	2,363.76	R-989998
11/13/2020	CHQ# 001666			2,363.76	0.00	R-1001095
12/12/2020	CHARGEBACKS INV#2021-001 - ARTHUR .J. GALLAGHER - INV#447202	COMM	27,418.48		27,418.48	C-1160755
01/29/2021	CHQ# 001724 - INV#001-2021 - 1ST INSTALLMENT			9,139.50	18,278.98	R-1017581
02/16/2021	Chk# 001725 - CHQ			9,139.49	9,139.49	R-1025079
02/25/2021	RM Bldng INVOICE# 2021-002 - ROOF HOSPITAL - ROOF REPAIRS, AS	COMM	945.50		10,084.99	C-1177868
03/17/2021	Chk# 001726 - CHQ			9,139.49	945.50	R-1032831
03/19/2021	Chk# 001764 - CHQ - C/B INV#2021-002			945.50	0.00	R-1032887
03/25/2021	CHARGEBACKS INVOICE# 2021-003 - FLO PROS DRAIN SERVICES INC.	COMM	443.21		443.21	C-1202320
06/04/2021	CHQ#001795 GROUPTHREE PROP			443.21	0.00	R-1056171
06/09/2021	CHARGEBACKS INVOICE# 2021-004 - TROTTER&MORTON FACILITY	COMM	583.54		583.54	C-1210968
06/30/2021	CHARGEBACKS INVOICE# 2021-005 - FLO PROS DRAIN SERVICES INC.	COMM	443.21		1,026.75	C-1211804
08/17/2021	CHARGEBACKS INVOICE# 2021-006 - DERREK MURPHY- INVOICE	COMM	281.40		1,308.15	C-1228743
08/18/2021	Chk# 001852 - CHQ# 001852 - INV#2021-004 , #2021-005			1,026.75	281.40	R-1072511
09/22/2021	Chk# 001876 - CHQ - GROUP THREE PROPERTY			281.40	0.00	R-1080817
10/20/2021	CHARGEBACK INV#356249 - RJC	COMM	1,329.62		1,329.62	C-1246634
10/22/2021	CHARGEBACK INV#355987 - READ JONES - PT UPDATE, MAINT,	COMM	4,185.83		5,515.45	C-1246683
10/26/2021	CHARGEBACK INV#12882 - FLO PROS DRAIN - FLUSH WORK ON BLDG	COMM	443.21		5,958.66	C-1246692
12/08/2021	CHQ# 001914			5,958.66	0.00	R-1104733
12/16/2021	CHARGEBACK INV#21-552-WHYNOT CONS-REPAIRS AFTER SEWER	COMM	3,153.51		3,153.51	C-1263286
12/16/2021	CHARGEBACK INV#361720 - RJC - GROUND FLOOR MOISTURE	COMM	302.25		3,455.76	C-1263287
12/21/2021	CHARGEBACK INV#21-522R - WHYNOT-INITIAL RESPONSE AFTER	COMM	1,542.35		4,998.11	C-1263331
01/07/2022	CHARGEBACK INV#13395-FLO PROS-FLSUH WORK ON BLDG SANITARY	COMM	443.21		5,441.32	C-1272215
01/26/2022	CHQ# 001969			1,542.35	3,898.97	R-1112986
03/03/2022	CHARGEBACK INV#542350 - ARTHUR J. GALLAGHER - COMMERICAL	COMM	25,729.34		29,628.31	C-1306578
03/03/2022	CHARGEBACK INV#48827-BURTON LTD-POST TENSION WORK	COMM	2,321.90		31,950.21	C-1306579
03/03/2022	CHARGEBACK INV#T-10316-TAYLOR CONS-BRICK WORK ON NORTH	COMM	6,618.51		38,568.72	C-1306580
03/03/2022	CHARGEBACK INV#356249-RJC-POST TENSION WORK	COMM	1,329.62		39,898.34	C-1306581
03/07/2022	CHARGEBACK INV#365766-RJC-EXPANSION CAPACITY ANALYSS	COMM	2,216.03		42,114.37	C-1306635
03/07/2022	CHARGEBACK INV#368060-RJC-EXPANSION AND CAPACITY ANALYSIS	COMM	640.19		42,754.56	C-1306638
03/23/2022	CHQ#3013 - C/B INVOICE - RJC			302.25	42,452.31	R-1128691
04/28/2022	Chk# 3033 - CHQ INVOICE			2,856.22	39,596.09	R-1136446
04/28/2022	Chk# 3026 - CHQ INVOICES			10,713.24	28,882.85	R-1136447
Current		30 Days	60 Days	90 Days	Prepay	Amount Due
0.00		46,236.68	0.00	202,046.98	(0.00)	248,283.66



STARKE CAPITAL CORP
C/O BDO CANADA LTD
520, 999 - 8 STREET SW
CALGARY AB T2J 1J5
Canada

Ledger

Owner comm-1
Status Current
From 01/01/1970
To
Office (780) 641-0229
Legal

Date 06/05/2026
Property 39
PLAZA 14
Total Fees 0.00
Deposit 0.00
Home

Date	Description	Unit	Charge	Payment	Balance	Chg/Rec
Balance Forward						
05/26/2022	CHARGEBACK INV#41712-TROTTER-SOURCE LEAK COMING FROM	COMM	310.01		29,192.86	C-1331660
06/29/2022	CHARGEBACK INV#14505-FLO PROS DRAIN SERVICES INC-QUART.	COMM	443.21		29,636.07	C-1339920
07/25/2022	CHARGEBACK INV#358706 - RJC - EXPANSION & CAPACITY ANALYSS	COMM	3,693.37		33,329.44	C-1348200
10/05/2022	CHARGEBACK INV#15147-FLO PROS DRAIN SERVICES INC-QUARTERLY	COMM	443.21		33,772.65	C-1365321
11/07/2022	CHARGEBACK INV#640468-ARTHUR J, GALLAGHER - INSURANCE	COMM	30,328.35		64,101.00	C-1373545
11/17/2022	Chk# 3096 - CHQ - ARREARS PAYMENT			33,772.65	30,328.35	R-1189910
12/01/2022	:ACH-82667 - Pre-Authorized Payment			2,527.36	27,800.99	R-1194752
12/15/2022	CHARGEBACK INV#46954-TROTTER & MORTON-SERVICE CALL TO	COMM	502.95		28,303.94	C-1383016
01/01/2023	:ACH-90051 - Pre-Authorized Payment			2,527.36	25,776.58	R-1202477
02/01/2023	:ACH-98104 - Pre-Authorized Payment			2,527.36	23,249.22	R-1210249
03/01/2023	:ACH-105878 - Pre-Authorized Payment			2,527.36	20,721.86	R-1217986
03/06/2023	ResExp INV#6442-NATIONWIDE RESTOR.-WATER INGRESS	COMM	3,836.16		24,558.02	C-1407265
04/01/2023	:ACH-113761 - Pre-Authorized Payment			2,527.36	22,030.66	R-1225828
04/24/2023	RM Bldng INV#16394-FLO PROS-FLSUH WORK ON BLDG SANITARY	COMM	443.20		22,473.86	C-1423878
04/24/2023	ResExp INV#403305-RJC-PT MAINTENANCE CONSTRUCTION	COMM	562.13		23,035.99	C-1423879
05/01/2023	:ACH-121383 - Pre-Authorized Payment			2,527.36	20,508.63	R-1233474
05/25/2023	ResExp INV#1096-DAY 1 CONTRACTING-POST TENSIONING SYSTEM	COMM	30,961.41		51,470.04	C-1432095
05/25/2023	ResExp INV#405024-RJC-POST TENSION UPDATE MAINT.	COMM	3,841.11		55,311.15	C-1432096
06/01/2023	:ACH-129210 - Pre-Authorized Payment			2,527.36	52,783.79	R-1241235
06/14/2023	ResExp INV#1071 - DAY 1 CONTRACTING - 2022 POST TENSIONING	COMM	20,941.20		73,724.99	C-1432397
06/15/2023	ResExp INV#400321-READ JONES-POST TENTION MAINT CONST.	COMM	175.31		73,900.30	C-1432398
06/15/2023	ResExp INV#400322-RJC-GROUND FLOOR MOISTURE SEEPAGE REPAIR	COMM	125.39		74,025.69	C-1432399
06/15/2023	ResExp INV#395249-RJC-POST TENSION MAINT CONSTRUCTION	COMM	2,287.18		76,312.87	C-1432402
06/20/2023	ResExp INV#1106 - DAY 1 CONTRACTING - 2022 POST TENTION	COMM	9,847.61		86,160.48	C-1440323
06/20/2023	ResExp INV#1108 - DAY 1 CONTRACTING-RESTURANT CRACK	COMM	360.94		86,521.42	C-1440325
06/20/2023	ResExp INV#1107 - DAY 1 CONTRACTNG - RESTAURANT CRACK	COMM	3,248.44		89,769.86	C-1440326
06/20/2023	ResExp INV#1105 - DAY 1 CONTRACTING - POST TENSION SYSTEM	COMM	47,845.64		137,615.50	C-1440327
07/01/2023	:ACH-137000 - Pre-Authorized Payment			2,527.36	135,088.14	R-1248839
07/05/2023	Audit CAVEAT SENT TO LTO FOR REG.	COMM	262.50		135,350.64	C-1440444
07/06/2023	Int Inc INTEREST [NOV 2022 TO JULY 06, 2023]	COMM	5,225.70		140,576.34	C-1440461
07/17/2023	ResExp INV#410882-RJC-POST TENSION UPDATE MANIT. EXPANISON	COMM	1,546.29		142,122.63	C-1440513
08/01/2023	:ACH-144782 - Pre-Authorized Payment			2,527.36	139,595.27	R-1256466
08/24/2023	Int Inc INTEREST [JUL 07 - AUG 24 2023]	COMM	1,974.10		141,569.37	C-1457031
09/01/2023	:ACH-152553 - Pre-Authorized Payment			2,527.36	139,042.01	R-1264248
10/01/2023	:ACH-160062 - Pre-Authorized Payment			2,527.36	136,514.65	R-1272025
11/01/2023	:ACH-168021 - Pre-Authorized Payment			2,527.36	133,987.29	R-1280075
11/06/2023	Int Inc INTEREST [AUG 25 - NOV 06, 2023]	COMM	2,946.76		136,934.05	C-1474014
11/17/2023	INV#8585986-GALLAGHER-COMMIERCAL PORTION OF INSURANCE	COMM	29,142.72		166,076.77	C-1482163
12/01/2023	:ACH-176050 - Pre-Authorized Payment			502.98	165,573.79	R-1288111
12/01/2023	:ACH-176051 - Pre-Authorized Payment			2,024.38	163,549.41	R-1288112
Current		30 Days	60 Days	90 Days	Prepay	Amount Due
0.00		46,236.68	0.00	202,046.98	(0.00)	248,283.66



Owner comm-1
Status Current
From 01/01/1970
To
Office (780) 641-0229
Legal

Date	06/05/2026
Property	39
	PLAZA 14
Total Fees	0.00
Deposit	0.00
Home	

Date	Description	Unit	Charge	Payment	Balance	Chg/Rec												
Balance Forward																		
12/13/2023	Int Inc INTEREST [NOV 07 - DEC 13]	COMM	1,789.62		165,339.03	C-1482335												
01/04/2024	Audit INV#316115-MCLEOD LAW - LEGAL COSTS	COMM	7,136.85		172,475.88	C-1490785												
01/31/2024	Audit CB INV 317890 MCLEOD LEGAL FEES	COMM	5,143.48		177,619.36	C-1706384												
10/31/2024	Audit CB INV 330949 MCLEOD LAW LEGAL FEES	COMM	1,829.63		179,448.99	C-1706385												
11/29/2024	Audit CB INV 332700 MC LEOD LEGAL FEE	COMM	2,475.38		181,924.37	C-1706386												
01/23/2025	CB INV 838635 GALLAGHER COMMERCIAL PORTION OF INSURANCE	COMM	27,758.42		209,682.79	C-1585678												
02/07/2025	Chk# 6 - CHQ- BDO CANADA LTD INSURANCE NOV 23-OCT 24 NOV			30,379.73	179,303.06	R-1394378												
02/15/2025	:ACH-282517 - Pre-Authorized Payment			443.20	178,859.86	R-1394540												
02/15/2025	:ACH-282516 - Pre-Authorized Payment			1,925.56	176,934.30	R-1394539												
03/15/2025	:ACH-289732 - Pre-Authorized Payment			2,368.76	174,565.54	R-1401625												
04/03/2025	ResExp CB INV 25402 TROTTER COMMERCIAL PORTION FOR SUMP	COMM	1,405.94		175,971.48	C-1608479												
04/15/2025	:ACH-296903 - Pre-Authorized Payment			2,368.76	173,602.72	R-1408802												
05/15/2025	:ACH-303918 - Pre-Authorized Payment			2,368.76	171,233.96	R-1415618												
06/15/2025	:ACH-310895 - Pre-Authorized Payment			2,368.76	168,865.20	R-1422602												
07/14/2025	ResExp CB INV480620-RJC ENGINEER-PT UPDATE	COMM	2,757.72		171,622.92	C-1630576												
07/14/2025	ResExp CB INV480621-RJC ENGINEER-GROUND FLOOR PT	COMM	3,675.00		175,297.92	C-1630577												
07/14/2025	ResExp CB INV25-3501-ROCKYVIEW GRP-SUPPLY/INSTALLL COLOR	COMM	2,201.99		177,499.91	C-1630578												
07/15/2025	:ACH-317375 - Pre-Authorized Payment			2,368.76	175,131.15	R-1429113												
07/31/2025	Audit CB INV 344309 MCLEOD LAW LEGAL FEES	COMM	1,624.35		176,755.50	C-1706387												
08/15/2025	:ACH-323904 - Pre-Authorized Payment			2,368.76	174,386.74	R-1435435												
09/15/2025	:ACH-330368 - Pre-Authorized Payment			2,368.76	172,017.98	R-1441626												
09/25/2025	ResExp CB INVVP333553 VIPOND SPRINKLER DEFICIENCY-COMM	COMM	1,811.23		173,829.21	C-1644458												
10/15/2025	:ACH-336645 - Pre-Authorized Payment			2,368.76	171,460.45	R-1447818												
11/21/2025	CB INV 14645907 GALLAGHER INSURANCE PORTION COMMERCIAL	COMM	24,671.62		196,132.07	C-1657929												
11/28/2025	Audit CB INV 349384 MCLEOD LAW LEGAL FEES	COMM	8,694.53		204,826.60	C-1706388												
12/29/2025	Audit CB INV 351026 MC LEOD LEGAL FEE	COMM	11,755.81		216,582.41	C-1706389												
02/04/2026	Alarm CB INV VIP063566 VIPOND ANNUAL INSPECTION	COMM	1,368.02		217,950.43	C-1678647												
02/11/2026	Chk# 19 - CHQ- BDO CANADA LIMITED			8,223.87	209,726.56	R-1472829												
02/27/2026	Audit CB INV 353552 MCLEOD LEGAL FEE	COMM	1,575.00		211,301.56	C-1706390												
04/30/2026	Audit CB INV 356218 MC LEOD LEGAL FEE	COMM	2,559.38		213,860.94	C-1706391												
05/13/2026	Chk# 1089 - CHQ- GROUP THREE CB INVOICE			3,179.25	210,681.69	R-1491602												
05/13/2026	Chk# 1088 - CHQ - GROUP THREE CB IVNOCIES			8,634.71	202,046.98	R-1491603												
06/05/2026	Int Inc INTEREST JAN 2024-MAY 2026	COMM	46,236.68		248,283.66	C-1706392												
<table><tr><td>Current</td><td>30 Days</td><td>60 Days</td><td>90 Days</td><td>Prepay</td><td>Amount Due</td></tr><tr><td>0.00</td><td>46,236.68</td><td>0.00</td><td>202,046.98</td><td>(0.00)</td><td>248,283.66</td></tr></table>							Current	30 Days	60 Days	90 Days	Prepay	Amount Due	0.00	46,236.68	0.00	202,046.98	(0.00)	248,283.66
Current	30 Days	60 Days	90 Days	Prepay	Amount Due													
0.00	46,236.68	0.00	202,046.98	(0.00)	248,283.66													



PLAZA 14 COMMERCIAL
SUITE 300, 10240 - 124
GROUP THREE PROPERTY
EDMONTON AB T5N 3W6
Canada

Ledger

Owner comm-1
Status Current
From 01/01/1970
To
Office (780) 641-0229
Legal

Date 06/05/2026
Property 39
PLAZA 14
Total Fees 0.00
Deposit 0.00
Home

Date	Description	Unit	Charge	Payment	Balance	Chg/Rec
Balance Forward						
10/24/2007	RM Bldng C/B DURWEST 1524-4499	COMM	3,195.12		3,195.12	C-248035
11/15/2007	Alarm C/B F51-FIRE INSPECTION	COMM	699.11		3,894.23	C-251398
12/07/2007	CHQ			3,195.12	699.11	R-240264
12/11/2007	insurance share apr20/07-apr20/08 & oct9/07-apr20/08 (Payable)	COMM	(8,456.18)		(7,757.07)	P-91563
12/12/2007	CHQ			699.11	(8,456.18)	R-240354
02/15/2008	Chk# 39001042 paid out	COMM		(8,456.18)	0.00	K-72301
03/27/2008	INVOICE# 1066 - F451 - FIRE ALARM REPAIRS	COMM	721.44		721.44	C-266849
04/15/2008	CHQ			721.44	0.00	R-254366
05/20/2008	INV# 1067 - RELIANCE CONSULTING SERVICES INC - INSURANCE	COMM	157.50		157.50	C-274157
08/06/2008	INSURANCE SHARE - APRIL 20/08 TO APRIL 20/09 (Payable)	COMM	(7,725.52)		(7,568.02)	P-100583
09/24/2008	Chk# 39001145 paid out	COMM		(7,725.52)	157.50	K-79316
11/14/2008	Prof Fees INV#1067 - ADEM ENGINEERING	COMM	738.68		896.18	C-297016
11/17/2008	ResExp INV#1068 - READ,JONES,CHRISTOFFERS	COMM	2,958.86		3,855.04	C-297027
01/28/2009	CHQ			738.68	3,116.36	R-285493
02/13/2009	CHQ			2,958.86	157.50	R-289190
09/30/2009	CHARGEBACKS INV#1069 - MOLD SQUAD CORPORATION - STUCCO	COMM	367.50		525.00	C-343983
10/27/2009	CHQ			367.50	157.50	R-320645
08/09/2010	CHARGEBACKS INV#1070 - GUARDIAN CONDOMINIUM CARE INC. -	COMM	243.25		400.75	C-401600
09/03/2010	ResExp INV#1070 - WHANDERING METAL INDUSTRIES LTD. - GUTTER	COMM	4,481.30		4,882.05	C-406928
09/15/2010	INV#1071 - RELIANCE CONSULTING - COST OF INSURANCE	COMM	549.08		5,431.13	C-406991
11/08/2010	CHARGEBACKS	COMM	(5,273.63)		157.50	C-417640
11/08/2010	CHARGEBACKS	COMM	(157.50)		0.00	C-418116
11/18/2010	CHARGEBACKS INV#1072 - ADEM ENGINEERING	COMM	1,083.40		1,083.40	C-417713
11/23/2010	INSURANCE INV. (Payable)	COMM	(11,129.70)		(10,046.30)	P-131622
11/23/2010	Chk# 39001561 paid out	COMM		(11,129.70)	1,083.40	K-104379
01/27/2011	CHARGEBACKS INV#1073 - TROTTER & MORTON INC. - LEAK INTO	COMM	297.68		1,381.08	C-426182
03/03/2011	CHQ			1,381.07	0.01	R-385072
03/14/2011	CHARGEBACKS INV#1074 - GUARDIAN CONDO CARE INC - SWEEP	COMM	49.87		49.88	C-434310
03/16/2011	RM Garage ADJUST INVOICE #1074 - (AS PER INSTRUCTIONS)	COMM	(3.09)		46.79	C-434319
06/16/2011	CHARGEBACKS INV#1075 - ELITE ROPE ACCESS - WINDOW CLEANING	COMM	116.76		163.55	C-448779
06/24/2011	CHARGEBACKS INV#1076 - CAL WEST CAULKING CO LTD - SKYLIGHT	COMM	749.13		912.68	C-449326
07/28/2011	CHQ			865.89	46.79	R-402946
11/24/2011	CHQ			46.79	(0.00)	R-419625
12/12/2011	CHARGEBACKS INVOICE #1077 - FAHRENHEIT 451 - QUARTERLY	COMM	135.42		135.42	C-476386
01/13/2012	CHQ - OPAL INVESTMENT CORP.			135.42	(0.00)	R-427580
01/16/2012	CHARGEBACKS INV#1078 - FAHRENHEIT451 - SPRINKLER SYSTEM	COMM	1,497.05		1,497.05	C-481222
01/30/2012	CHQ - INV#1078			1,497.05	(0.00)	R-427857
01/31/2012	Comm AR GST ON INS. SET UP AS A/R AS PER AUDIT	COMM	453.61		453.61	C-485951
04/10/2012	CHARGEBACKS INV#1079 - GUARDIAN CONDOMINIUM - REPAIR	COMM	184.50		638.11	C-495305
07/05/2012	Prepaid COMMERCIAL PART OF INS.	COMM	8,472.95		9,111.06	C-509209
Current		30 Days	60 Days	90 Days	Prepay	Amount Due
0.00		46,236.68	0.00	202,046.98	(0.00)	248,283.66



PLAZA 14 COMMERCIAL
SUITE 300, 10240 - 124
GROUP THREE PROPERTY
EDMONTON AB T5N 3W6
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Ledger

Owner comm-1
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Date 06/05/2026
Property 39
PLAZA 14
Total Fees 0.00
Deposit 0.00
Home

Date	Description	Unit	Charge	Payment	Balance	Chg/Rec
Balance Forward						
07/05/2012				8,926.56	184.50	R-451984
07/10/2012	CHARGEBACKS INV#1078 - THE DRAIN DOCTOR - INVOICE #185910	COMM	806.68		991.18	C-509072
07/11/2012	ResExp INV#1079 - READ JONES CHRISTOFFERSEN - INVOICE	COMM	1,600.46		2,591.64	C-509137
08/07/2012	CHQ			2,407.14	184.50	R-455715
08/09/2012	ResExp INV#1080 - ADEM ENGINEERING - INV#9577	COMM	1,181.88		1,366.38	C-513608
09/10/2012	CHQ - INV#1080			1,181.88	184.50	R-459605
10/05/2012	CHQ - INV #1079			184.50	0.00	R-463508
10/16/2012	ResExp INV#1081 - PEDDIE ROOFIING	COMM	7,330.12		7,330.12	C-522676
11/09/2012	ResExp INV#1082 - TROTTER & MORTON	COMM	625.61		7,955.73	C-527576
11/14/2012	CHQ - INV#1081			7,330.12	625.61	R-467778
11/26/2012	CHARGEBACKS INV#1083 - FAHRENHEIT 451	COMM	787.50		1,413.11	C-528095
12/14/2012	CHQ - INV# 1082 - TROTTER & MORTON			625.11	788.00	R-472005
12/28/2012	CHQ - INV#1083			787.50	0.50	R-472268
01/16/2013	ResExp INV#1084 - R J C - INVOICE #130396	COMM	1,073.33		1,073.83	C-537478
02/15/2013	ResExp ADJUST INV#1082 - TROTTER & MORTON	COMM	(0.50)		1,073.33	C-542503
02/15/2013	CHQ - INV#1084 - RJC			1,073.33	0.00	R-480183
02/19/2013	ResExp INV#1085 - FAHRENHEIT 451 - INV #19908	COMM	537.08		537.08	C-542513
03/07/2013	Alarm INV#1086 - FAHRENHEIT 451 - INVOICE #20036	COMM	135.42		672.50	C-547159
04/17/2013	Ins INV#1087 - RELIANCE ASSET - INV#5127.0	COMM	551.07		1,223.57	C-552080
05/09/2013	ResExp INV#1088 - READ JONES - INV#136596	COMM	909.70		2,133.27	C-556973
05/13/2013	Alarm INV#1089 - FAHRENHEIT 451 - INV#20923	COMM	135.42		2,268.69	C-556977
05/17/2013	CHQ			2,081.42	187.27	R-492145
05/27/2013	CHQ			672.50	(485.23)	R-492248
05/31/2013	INS. DOWN PAYMENT	COMM	1,530.35		1,045.12	C-561917
06/04/2013	INS. PAYMENT MAY	COMM	907.57		1,952.69	C-561918
06/04/2013	CHQ - INSURANCE			907.57	1,045.12	R-494947
06/06/2013	ResExp INV#1090 - COLLIERS INTERNATIONAL	COMM	2,166.78		3,211.90	C-561867
06/06/2013	ResExp INV#1091 - RJC CONSULTING	COMM	443.20		3,655.10	C-561876
07/03/2013	CHQ			907.57	2,747.53	R-499057
07/05/2013	INS. PAYMENT	COMM	907.57		3,655.10	C-566234
07/05/2013	ResExp INV#1092 - RJC CONSULTING	COMM	1,428.10		5,083.20	C-566241
07/23/2013	ResExp INV#1093 - PLACE-CRETE SYSTEMS INC.	COMM	30,519.65		35,602.85	C-566888
08/02/2013	CHQ			907.57	34,695.28	R-503139
08/30/2013	CHQ			3,655.10	31,040.18	R-504714
08/31/2013	INS. PAYMENT	COMM	907.57		31,947.75	C-575291
09/04/2013	CHQ - INSURANCE			907.57	31,040.18	R-507196
09/05/2013	CHQ - DOUGLAS ROBERTSON			34,695.28	(3,655.10)	R-508365
09/12/2013	ResExp INV#1094 - FAHENHEIT 451	COMM	584.05		(3,071.05)	C-575284
09/30/2013	INS. PAYMENT	COMM	907.57		(2,163.48)	C-580303
10/04/2013	CHQ - INSURANCE			907.57	(3,071.05)	R-511539
Current		30 Days	60 Days	90 Days	Prepay	Amount Due
0.00		46,236.68	0.00	202,046.98	(0.00)	248,283.66



PLAZA 14 COMMERCIAL
SUITE 300, 10240 - 124
GROUP THREE PROPERTY
EDMONTON AB T5N 3W6
Canada

Ledger

Owner comm-1
Status Current
From 01/01/1970
To
Office (780) 641-0229
Legal

Date 06/05/2026
Property 39
PLAZA 14
Total Fees 0.00
Deposit 0.00
Home

Date	Description	Unit	Charge	Payment	Balance	Chg/Rec
Balance Forward						
10/15/2013	ResExp INV#1095 - PLACE-CRETE SYSTEMS INC.	COMM	806.63		(2,264.42)	C-580367
10/15/2013	ResExp INV#1096 - PLACE-CRETE SYSTEMS INC.	COMM	3,480.70		1,216.28	C-580368
10/17/2013	CHQ - INV#1094			584.05	632.23	R-512817
10/21/2013	Alarm INV#1097 - FAHRENHEIT 451	COMM	135.42		767.65	C-580396
10/31/2013	INS. PAYMENT	COMM	907.57		1,675.22	C-585122
11/05/2013	CHQ			907.57	767.65	R-515923
11/30/2013	INS. PAYMENT	COMM	907.57		1,675.22	C-590048
12/03/2013	CHQ			907.57	767.65	R-519767
12/06/2013	CHQ			4,422.75	(3,655.10)	R-521010
12/31/2013	INS. PAYMENT	COMM	907.57		(2,747.53)	C-595208
01/06/2014	CHQ - INSURANCE			907.57	(3,655.10)	R-524114
01/31/2014	INS. PAYMENT	COMM	907.57		(2,747.53)	C-600406
02/05/2014	CHQ - INSURANCE			907.57	(3,655.10)	R-528567
02/28/2014	INS. PAYMENT	COMM	907.57		(2,747.53)	C-606198
03/04/2014	CHQ - INSURANCE			907.57	(3,655.10)	R-533177
03/20/2014	INS. PAYMENT	COMM	907.57		(2,747.53)	C-606199
04/08/2014	CHARGEBACKS INV#1098 - FAHRENHEIT 451 - INV#23127	COMM	829.50		(1,918.03)	C-611533
04/16/2014	CHARGEBACKS INV#1099 - RELIANCE ASSESST - INV#5127.1	COMM	61.56		(1,856.47)	C-611556
05/07/2014	CHQ - INV#1098			829.50	(2,685.97)	R-543921
05/23/2014	CHQ - INV #1099 - RELAINCE			61.56	(2,747.53)	R-544169
06/12/2014	CHARGEBACKS INV#2014-001 - RENFREW INSURANCE LTD	COMM	2,942.04		194.51	C-622676
06/13/2014	CHARGEBACKS INV#2014-002 - TROTTER & MORTON	COMM	389.55		584.06	C-622679
07/15/2014	CHQ - INV#2014-001 - RENFREW INSURANCE			2,942.04	(2,357.98)	R-553286
11/07/2014	FIRE ALARM - ANNUAL INSPECTION	COMM	1,333.50		(1,024.48)	C-650547
11/20/2014	INV#2014-003 - RENFREW INSURANCE	COMM	10,292.30		9,267.82	C-650721
12/12/2014	CHQ - INV#2014-003			5,146.15	4,121.67	R-578360
01/15/2015	CHQ - INV#2014-003 - RENFREW INSURANCE			857.69	3,263.98	R-583304
01/20/2015	CHARGEBACKS INV#2015-001 - FAHREINHEIT 451 - INV#00102863	COMM	267.75		3,531.73	C-662531
01/30/2015	CHQ - TROTTER & MOTON - INV#2014-002			389.55	3,142.18	R-583684
02/06/2015	CHQ - INV#2014-003 - RENFREW INSURANCE			857.69	2,284.49	R-588384
02/10/2015	CHARGEBACKS INV#2015-002 - FAHRENHEIT 451 - SPRINKLER	COMM	135.42		2,419.91	C-668728
03/10/2015	ResExp INV#2015 - 003 - RJC CONSULTING - FLOOR SLAB CAPACITY	COMM	408.73		2,828.64	C-675032
03/10/2015	CHQ - INV#2015-001			267.75	2,560.89	R-593622
03/13/2015	CHQ - INSURANCE			857.69	1,703.20	R-593705
04/08/2015	CHQ - INSURANCE			857.69	845.51	R-597302
04/15/2015	INV#2015-004 - RELIANCE ASSET CONSULTING - INSURANCE	COMM	73.87		919.38	C-681514
05/08/2015	CHQ - INV#2014-003 - RENFREW INSURANCE			857.69	61.69	R-604250
05/11/2015	RM Bldng inv#2015-005 - FAHRENHEIT 451 - SPRINKLER INSPECTION	COMM	135.42		197.11	C-687785
05/27/2015	CHQ - FIRE ALARM - ANNUAL INSPECTION			1,333.50	(1,136.39)	R-604550
06/10/2015	CHQ - INSURANCE			857.69	(1,994.08)	R-609720
Current						
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30 Days						
	46,236.68					
60 Days						
	0.00					
90 Days						
	202,046.98					
Prepay						
	(0.00)					
Amount Due						
	248,283.66					



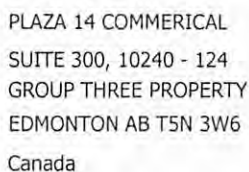
PLAZA 14 COMMERCIAL
SUITE 300, 10240 - 124
GROUP THREE PROPERTY
EDMONTON AB T5N 3W6
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Ledger

Owner comm-1
Status Current
From 01/01/1970
To
Office (780) 641-0229
Legal

Date 06/05/2026
Property 39
PLAZA 14
Total Fees 0.00
Deposit 0.00
Home

Date	Description	Unit	Charge	Payment	Balance	Chg/Rec
Balance Forward						
06/26/2015	Alarm INV#2015-66 - FAHRENHEIT 451 - FIRE HOSES - HYDROTESTED	COMM	306.60		(1,687.48)	C-695173
06/30/2015	CHQ - INV#S - 2015-004 / 2015-005			209.29	(1,896.77)	R-610060
07/07/2015	ResExp INV#2015-007 - RJC - POST TENSIONING SYSTEM UPDATE	COMM	2,644.46		747.69	C-700655
07/08/2015	INV#2015-008 - RENFREW INSURANCE - JULY/2015 - OCT/2016	COMM	17,342.68		18,090.37	C-700660
08/25/2015	Intercom INV#2015-009 - CHUBB EDDWARDS - SPRINKLER	COMM	135.42		18,225.79	C-707730
08/25/2015	ResExp INV#2015-010 - RJC - POST TENSIONING - "2015" UPDATE	COMM	443.20		18,668.99	C-707731
08/28/2015	CHQ			715.33	17,953.66	R-620884
08/28/2015	CHQ - INSURANCE			2,167.84	15,785.82	R-620885
09/18/2015	CHQ - INV#2015-008 - INSURANCE			1,083.92	14,701.90	R-626164
10/08/2015	RM Bldng INV#2015-011 - COLIN BENNETT - CORDY INV#1509333 -	COMM	536.28		15,238.18	C-719956
10/08/2015	RM Bldng INV#2015-012 - DRAIN DOCTOR - INV#212715 - AUGER	COMM	184.67		15,422.85	C-719957
10/08/2015	RM Bldng INV#2015-013 - WHYNOT CONSTRUCTION - INV#15-443 -	COMM	815.50		16,238.35	C-719958
10/08/2015	ResExp INV#2015-014 - RJC - INV#189314 - POST TENSIONING	COMM	1,048.92		17,287.27	C-719959
10/15/2015	CHQ - INV#2015-008 - INSURANCE			1,083.92	16,203.35	R-631563
11/09/2015	RM Bldng INV#2015-015 - DRAIN DOCTOR - INV#211542 - PARKADE -	COMM	620.49		16,823.84	C-726671
11/09/2015	ResExp INV#2015-016 - RJC - INV#190846 - POST TENSIONING	COMM	1,723.57		18,547.41	C-726672
11/18/2015	CHQ - INV#2015-008 - RENFREW INSURANCE			1,083.92	17,463.49	R-637075
11/24/2015	RM Bldng INV#2015-017 - MOBILE LOCKSMITH - INV#887194 -	COMM	122.38		17,585.87	C-727376
12/16/2015	CHQ - INV#2015-008 - RENFREW INSURANCE			1,083.92	16,501.95	R-642742
01/11/2016	ResExp INV#2016-001 - TROTTER & MORTON - INV#130128	COMM	1,475.26		17,977.21	C-740117
01/15/2016	CHQ - INV#2015-008 - RENFREW INSURANCE			1,083.92	16,893.29	R-648238
01/27/2016	RM Bldng INV#2016-002 - ROOF HOSPITAL - INV#5258	COMM	1,501.97		18,395.26	C-740886
02/16/2016	CHQ - INV#2015-008 - RENFREW INSURANCE			1,083.92	17,311.34	R-654045
03/02/2016	ResExp INV#2016-003 - CHUBB EDWARDS - INV#Z000346822	COMM	16,968.35		34,279.69	C-753230
03/15/2016	CHQ - INV#2015-008 - RENFREW INSURANCE			1,083.92	33,195.77	R-662571
03/18/2016	CHQ - ARREARS			1,500.00	31,695.77	R-662622
04/18/2016	CHQ - INV#2015-008 - RENFREW INSURANCE			1,083.92	30,611.85	R-668235
04/18/2016	CHQ - ARREARS			1,500.00	29,111.85	R-668236
05/09/2016	RM Bldng INV#2016-004 - ROOF HOSPITAL INV#5484	COMM	1,315.92		30,427.77	C-766290
05/10/2016	Audit INV#2016-005 - RELIANCE ASSET INV#7328.0	COMM	553.42		30,981.19	C-766315
05/16/2016	CHQ - INV#2015-008 - RENFREW INSURANCE			1,083.92	29,897.27	R-673931
05/16/2016	CHQ			1,500.00	28,397.27	R-673932
06/23/2016	CHQ - INV#2015-008 - RENFREW INSURANCE			1,083.92	27,313.35	R-679778
06/23/2016	CHQ			1,500.00	25,813.35	R-679779
07/15/2016	CHQ - INV#2015-008 - RENFREW INSURANCE			1,083.92	24,729.43	R-685424
07/15/2016	CHQ			1,500.00	23,229.43	R-685423
08/15/2016	CHQ - INV#2015-008 - RENFREW INSURANCE			1,083.92	22,145.51	R-691110
08/15/2016				1,500.00	20,645.51	R-691111
08/31/2016	ResExp INV#2016-006 - RJC LTD - INV#211110	COMM	2,117.53		22,763.04	C-786962
08/31/2016	CHARGEBACKS INV#2016-007 - TROTTER & MORTON - INV#138033	COMM	225.75		22,988.79	C-786963
Current		30 Days	60 Days	90 Days	Prepay	Amount Due
0.00		46,236.68	0.00	202,046.98	(0.00)	248,283.66



Owner comm-1
Status Current
From 01/01/1970
To
Office (780) 641-0229
Legal

Date	06/05/2026
Property	39 PLAZA 14
Total Fees	0.00
Deposit	0.00
Home	

Date	Description	Unit	Charge	Payment	Balance	Chg/Rec														
Balance Forward																				
09/09/2016	CHQ			17,592.14	5,396.65	R-696652														
09/16/2016	CHQ			885.57	4,511.08	R-696759														
09/16/2016	CHQ - INV#2015-008 - RENFREW INSURANCE			1,083.92	3,427.16	R-696758														
09/30/2016	Alarm INV#2016-008 - CHUBB EDWARDS - INV#Z000387426	COMM	826.33		4,253.49	C-793695														
10/03/2016	ResExp INV#2016-009 - READ JONES - INV#213825	COMM	1,477.35		5,730.84	C-793706														
10/19/2016	CHQ - INV#2015-008- RENFREW INSURANCE			1,083.88	4,646.96	R-702253														
10/19/2016	CHQ			2,343.28	2,303.68	R-702252														
10/27/2016	INV#2016-010 - ARTHUR J. GALLAGHER - INSURANCE - OCT	COMM	12,650.34		14,954.02	C-800168														
11/14/2016	Plumb INV#2016-011 - TROTTER & MORTON - INV#194335	COMM	841.58		15,795.60	C-806158														
11/18/2016	CHQ - INV#2016-008			826.33	14,969.27	R-707663														
11/18/2016	CHQ - PORTION - INV#2016-010 - INSURANCE			1,054.14	13,915.13	R-707664														
11/29/2016	ResExp INV#2016-012 - RESIDENTIAL ROOFING CONSULTANTS -	COMM	1,231.12		15,146.25	C-806841														
12/16/2016	CHQ - INV#2016-010 - ARTHUR .J. GALLAGHER INSURANCE			1,054.20	14,092.05	R-712838														
12/27/2016	CHQ - INV#2016-009			1,477.35	12,614.70	R-712929														
01/12/2017	ResExp INV#2017-001 - RJC ENGINEERS - INV#220499	COMM	640.18		13,254.88	C-819451														
01/13/2017	CHQ - INV#2016-010 - ARTHUR .J. GALLAGHER INSURANCE			1,054.20	12,200.68	R-718089														
01/17/2017	CHQ - INV#2016-011			841.58	11,359.10	R-718153														
02/06/2017	ResExp INV#2017-002 - RJC ENGINEERS - INV#222257	COMM	332.40		11,691.50	C-826450														
02/10/2017	CHQ - INV#2016-010 - ARTHUR .J. GALLAGHER			1,054.20	10,637.30	R-723443														
02/15/2017	CHQ - INV#2016-012			1,231.12	9,406.18	R-723471														
03/10/2017	CHQ - INV#2017-001			640.18	8,766.00	R-728784														
03/15/2017	CHQ - INV#2016-010 - ARTHUT .J. GALLAGHER			1,054.20	7,711.80	R-728879														
04/12/2017	Ins INV#2017-003 - RELIANCE ASSEST CONSULTING - INV#7328.1	COMM	73.67		7,785.47	C-840809														
04/12/2017	ResExp INV#2017-004 - RJC ENGINEERS - INV#226208	COMM	449.26		8,234.73	C-840812														
04/13/2017	CHQ - INV#2016-010 - ARTHUR .J. GALLAGHER			1,054.20	7,180.53	R-734233														
05/10/2017	ResExp INV#2017-005 - RJC ENGINEERS - INV#228437	COMM	1,440.42		8,620.95	C-847720														
05/10/2017	CHQ - INV#2016-010 - ARTHUT .J. GALLAGHER			1,054.20	7,566.75	R-739689														
05/31/2017	ResExp INV#2017-006 - CCD WESTERN LTD. - INV#9254	COMM	31,808.82		39,375.57	C-848610														
05/31/2017	ResExp INV#2017-006 - CCD WESTERN LTD. - INV#9272	COMM	3,534.31		42,909.88	C-848611														
06/13/2017	ResExp INV#2017-008 - RJC ENGINEERS - INV#230304	COMM	738.68		43,648.56	C-854647														
06/13/2017	CHQ - INV#2016-010 - ARTHUT .J. GALLAGHER			1,054.20	42,594.36	R-745241														
06/19/2017	Alarm INV#2017-009 - CHUBB EDWARDS - INV#Z000485959	COMM	1,319.27		43,913.63	C-854665														
07/14/2017	CHQ - INV#2016-010 - ARTHUT .J. GALLAGHER			1,054.20	42,859.43	R-750356														
07/26/2017	CHQ - INV #'S - 2017-003/2017-004/2017-005			1,963.35	40,896.08	R-750499														
08/11/2017	CHQ - INV#2016-010 - ARTHUT .J. GALLAGHER			1,054.20	39,841.88	R-755476														
08/25/2017	CHQ - INV#'S - 2017-002/2017-006/2017-007/5017-008			36,414.21	3,427.67	R-755677														
09/25/2017	CHQ - INV#2016-010 - ARTHUT .J. GALLAGHER			1,054.20	2,373.47	R-760680														
10/13/2017	CHQ - INV#2016-010 - ARTHUT .J. GALLAGHER			1,054.20	1,319.27	R-765855														
11/27/2017	RM Bldng INV#2017-010 - THE DRAIN DOCTOR - PARKADE - SEWER	COMM	152.66		1,471.93	C-887285														
11/27/2017	RM Bldng INV#2017-011 - WHYNOT CONSTRUCTION - PARKADE -	COMM	1,108.67		2,580.60	C-887286														
<table><tr><td>Current</td><td>30 Days</td><td>60 Days</td><td>90 Days</td><td>Prepay</td><td>Amount Due</td><td></td></tr><tr><td>0.00</td><td>46,236.68</td><td>0.00</td><td>202,046.98</td><td>(0.00)</td><td>248,283.66</td><td></td></tr></table>							Current	30 Days	60 Days	90 Days	Prepay	Amount Due		0.00	46,236.68	0.00	202,046.98	(0.00)	248,283.66	
Current	30 Days	60 Days	90 Days	Prepay	Amount Due															
0.00	46,236.68	0.00	202,046.98	(0.00)	248,283.66															



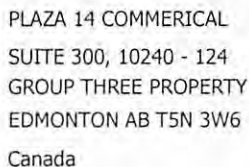
PLAZA 14 COMMERCIAL
SUITE 300, 10240 - 124
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EDMONTON AB T5N 3W6
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Date 06/05/2026
Property 39
PLAZA 14
Total Fees 0.00
Deposit 0.00
Home

Date	Description	Unit	Charge	Payment	Balance	Chg/Rec
Balance Forward						
12/11/2017	CHQ - INV#2017-009			1,319.27	1,261.33	R-776226
12/21/2017	INV#2017-012 - ARTHUR J. GALLAGHER - INSURANCE - OCT	COMM	11,210.72		12,472.05	C-893331
01/23/2018	CHARGEBACKS INV#2018-001 - TROTTER & MORTON INC. - INV	COMM	244.10		12,716.15	C-899528
01/26/2018	CHQ - INV#2017-12 - 1ST INSTALLMENT - INSURANCE			932.43	11,783.72	R-781442
01/26/2018	CHQ - INV#2017-010 & 2017-11			1,261.33	10,522.39	R-781441
02/09/2018	CHQ - INV#2017-12 - 2ND INSTALLMENT - INSURANCE			2,803.17	7,719.22	R-786101
04/10/2018	ResExp INV#2018-002 - TROTTER & MORTON INC. INV#211094 -	COMM	1,266.98		8,986.20	C-917567
04/16/2018	CHQ - INV#2017-12 - 3RD INSTALLMENT - INSURANCE			2,803.17	6,183.03	R-796786
05/24/2018	RM Bldng INV#2018-003 - WHYNOT CONSTRUCTION LTD. -	COMM	2,109.49		8,292.52	C-924469
06/05/2018	RM Bldng INV#2018-004 - TROTTER & MORTON INC. INV#212714 -	COMM	709.13		9,001.65	C-929924
06/14/2018	ResExp INV#2018-005 - READ JONES CHRISTOFFERSON LTD. -	COMM	2,265.27		11,266.92	C-929992
06/29/2018	Alarm INV#2018-006 - CHUBB SECURITY - INV#2000588943 - ANNUAL	COMM	1,319.27		12,586.19	C-930763
06/29/2018	ResExp INV#2018-007 - RELIANCE ASSET - RESERVE FUND STUDY	COMM	2,205.59		14,791.78	C-930764
07/16/2018	ResExp INV#2018-008 - RELIANCE ASSET - RESERVE FUND STUDY	COMM	243.76		15,035.54	C-936090
07/16/2018	CHQ - INV#2017-12 - 4TH INSTALLMENT - INSURANCE			2,803.17	12,232.37	R-812228
07/27/2018	CHQ			244.10	11,988.27	R-812419
07/27/2018	CHQ			1,266.98	10,721.29	R-812420
09/10/2018	ResExp INV#2018-009 - INDUSTRIAL WATERPROOF SYSTEMS LTD. -	COMM	6,401.85		17,123.14	C-948496
09/13/2018	CHARGEBACKS INV#2018-010 - TROTTER & MORTON INC. -	COMM	498.75		17,621.89	C-948508
09/14/2018	CHQ - INV#2017-12 - 5TH INSTALLMENT - INSURANCE			1,868.78	15,753.11	R-822922
10/09/2018	CHARGEBACKS INV#2018-011 - FLO PROS. DRAIN SERVICES INC. -	COMM	393.96		16,147.07	C-955297
11/19/2018	CHQ			9,745.22	6,401.85	R-834279
12/20/2018	CHQ - INV#2018 - 009			6,401.85	0.00	R-839921
01/18/2019	RM Bldng INV#2019-001 - THE DRAIN DOCTOR - INV#238155 - AUGER	COMM	807.62		807.62	C-976933
01/18/2019	CHARGEBACKS INV#2019-002 - ARTHUR .J. GALLAGHER - INV#253023	COMM	13,344.46		14,152.08	C-976934
02/15/2019	ResExp INV#2019-003 - TROTTER & MORTON INC. - INV#220076 -	COMM	3,583.74		17,735.82	C-983936
02/22/2019	CHQ - INV#2019-001			807.62	16,928.20	R-851682
02/22/2019	CHQ - INV#2019-002			3,336.12	13,592.08	R-851683
03/14/2019	ResExp INV#2019-004 - WHYNOT CONSTRUCTION LTD. - INV#19-213R	COMM	1,016.72		14,608.80	C-990462
03/15/2019	CHQ - INV#2019-002			3,336.12	11,272.68	R-857317
03/19/2019	INV#2019-005 - ARTHUR .J. GALLAGHER - FINANCE CHARGES -	COMM	700.58		11,973.26	C-990521
03/19/2019	RM Bldng INV#2019-006 - THE DRAIN DOCTOR - AUGER CLEANOUT IN	COMM	433.36		12,406.62	C-990522
03/20/2019	CHQ - INV#2019-003			3,583.74	8,822.88	R-857383
04/16/2019	CHQ - INV#2019-002			3,336.12	5,486.76	R-863017
05/08/2019	CHQ - INV#2019-002			3,336.10	2,150.66	R-868647
05/15/2019	ResExp INV#2019-007 - DALROY CONTROLS LTD. - INV#17650 -	COMM	2,491.80		4,642.46	C-1004389
06/21/2019	CHQ - GROUP THREE PROPERTY MGMT			2,150.66	2,491.80	R-874622
07/11/2019	CHQ - INV#2019-007			2,491.80	0.00	R-880634
05/13/2020	CHARGEBACKS INV#2020-001 - ARTHUR .J. GALLAGHER -	COMM	19,916.64		19,916.64	C-1103674
06/24/2020	CHQ# 001586 - INV#001/2020 - FIRST INSTALLMENT			6,638.88	13,277.76	R-962726
Current						
	0.00					
30 Days						
	46,236.68					
60 Days						
	0.00					
90 Days						
	202,046.98					
Prepay						
	(0.00)					
Amount Due						
	248,283.66					



Owner	comm-1
Status	Current
From	01/01/1970
To	
Office	(780) 641-0229
Legal	

Date	06/05/2026
Property	39 PLAZA 14
Total Fees	0.00
Deposit	0.00
Home	

Date	Description	Unit	Charge	Payment	Balance	Chg/Rec
Balance Forward						
07/15/2020	CHQ - GROUP THREE PROPERTY			6,638.88	6,638.88	R-970201
07/16/2020	RM Bldng INV#2020-002 - THE DRAIN DOCTOR - INVOICE# 247790 -	COMM	308.27		6,947.15	C-1119642
07/16/2020	RM Bldng INV#2020-003 - WHYNOT CONSTRUCTION - INVOCIE#	COMM	934.87		7,882.02	C-1119643
07/29/2020	CHQ# 001605 - GROUP THREE PROPERTY			1,243.14	6,638.88	R-970406
08/18/2020	CHQ#001588 - INVOICE# 2020-001 - FINAL PAYMENT			6,638.88	0.00	R-977748
09/14/2020	RM Bldng INV#2020-004 - RJC ENGINEERS - INVOICE #323791 - BEVA	COMM	1,542.35		1,542.35	C-1135663
09/24/2020	ResExp INV#2020-004 - DAY 1 CONTRACTING - INVOICE# 859	COMM	2,363.76		3,906.11	C-1136243
10/05/2020	Chk# 001647 - CHQ - GROUP THREE PRPERTY			1,542.35	2,363.76	R-989998
11/13/2020	CHQ# 001666			2,363.76	0.00	R-1001095
12/12/2020	CHARGEBACKS INV#2021-001 - ARTHUR .J. GALLAGHER - INV#447202	COMM	27,418.48		27,418.48	C-1160755
01/29/2021	CHQ# 001724 - INV#001-2021 - 1ST INSTALLMENT			9,139.50	18,278.98	R-1017581
02/16/2021	Chk# 001725 - CHQ			9,139.49	9,139.49	R-1025079
02/25/2021	RM Bldng INVOICE# 2021-002 - ROOF HOSPITAL - ROOF REPAIRS, AS	COMM	945.50		10,084.99	C-1177868
03/17/2021	Chk# 001726 - CHQ			9,139.49	945.50	R-1032831
03/19/2021	Chk# 001764 - CHQ - C/B INV#2021-002			945.50	0.00	R-1032887
03/25/2021	CHARGEBACKS INVOICE# 2021-003 - FLO PROS DRAIN SERVICES INC.	COMM	443.21		443.21	C-1202320
06/04/2021	CHQ#001795 GROUPTHREE PROP			443.21	0.00	R-1056171
06/09/2021	CHARGEBACKS INVOICE# 2021-004 - TROTTER&MORTON FACILITY	COMM	583.54		583.54	C-1210968
06/30/2021	CHARGEBACKS INVOICE# 2021-005 - FLO PROS DRAIN SERVICES INC.	COMM	443.21		1,026.75	C-1211804
08/17/2021	CHARGEBACKS INVOICE# 2021-006 - DERREK MURPHY- INVOICE	COMM	281.40		1,308.15	C-1228743
08/18/2021	Chk# 001852 - CHQ# 001852 - INV#2021-004 , #2021-005			1,026.75	281.40	R-1072511
09/22/2021	Chk# 001876 - CHQ - GROUP THREE PROPERTY			281.40	0.00	R-1080817
10/20/2021	CHARGEBACK INV#356249 - RJC	COMM	1,329.62		1,329.62	C-1246634
10/22/2021	CHARGEBACK INV#355987 - READ JONES - PT UPDATE, MAINT,	COMM	4,185.83		5,515.45	C-1246683
10/26/2021	CHARGEBACK INV#12882 - FLO PROS DRAIN - FLUSH WORK ON BLDG	COMM	443.21		5,958.66	C-1246692
12/08/2021	CHQ# 001914			5,958.66	0.00	R-1104733
12/16/2021	CHARGEBACK INV#21-552-WHYNOT CONS-REPAIRS AFTER SEWER	COMM	3,153.51		3,153.51	C-1263286
12/16/2021	CHARGEBACK INV#361720 - RJC - GROUND FLOOR MOISTURE	COMM	302.25		3,455.76	C-1263287
12/21/2021	CHARGEBACK INV#21-522R - WHYNOT-INITIAL RESPONSE AFTER	COMM	1,542.35		4,998.11	C-1263331
01/07/2022	CHARGEBACK INV#13395-FLO PROS-FLSUH WORK ON BLDG SANITARY	COMM	443.21		5,441.32	C-1272215
01/26/2022	CHQ# 001969			1,542.35	3,898.97	R-1112986
03/03/2022	CHARGEBACK INV#542350 - ARTHUR J. GALLAGHER - COMMERICAL	COMM	25,729.34		29,628.31	C-1306578
03/03/2022	CHARGEBACK INV#48827-BURTON LTD-POST TENSION WORK	COMM	2,321.90		31,950.21	C-1306579
03/03/2022	CHARGEBACK INV#T-10316-TAYLOR CONS-BRICK WORK ON NORTH	COMM	6,618.51		38,568.72	C-1306580
03/03/2022	CHARGEBACK INV#356249-RJC-POST TENSION WORK	COMM	1,329.62		39,898.34	C-1306581
03/07/2022	CHARGEBACK INV#365766-RJC-EXPANSION CAPACITY ANALYSS	COMM	2,216.03		42,114.37	C-1306635
03/07/2022	CHARGEBACK INV#368060-RJC-EXPANSION AND CAPACITY ANALYSIS	COMM	640.19		42,754.56	C-1306638
03/23/2022	CHQ#3013 - C/B INVOICE - RJC			302.25	42,452.31	R-1128691
04/28/2022	Chk# 3033 - CHQ INVOICE			2,856.22	39,596.09	R-1136446
04/28/2022	Chk# 3026 - CHQ INVOICES			10,713.24	28,882.85	R-1136447
Current 30 Days 60 Days 90 Days Prepay Amount Due 0.00 46,236.68 0.00 202,046.98 (0.00) 248,283.66						



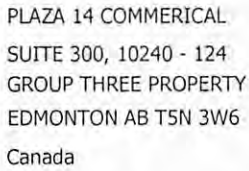
Ledger

PLAZA 14 COMMERCIAL
SUITE 300, 10240 - 124
GROUP THREE PROPERTY
EDMONTON AB T5N 3W6
Canada

Owner comm-1
Status Current
From 01/01/1970
To
Office (780) 641-0229
Legal

Date 06/05/2026
Property 39
PLAZA 14
Total Fees 0.00
Deposit 0.00
Home

Date	Description	Unit	Charge	Payment	Balance	Chg/Rec
Balance Forward						
05/26/2022	CHARGEBACK INV#41712-TROTTER-SOURCE LEAK COMING FROM	COMM	310.01		29,192.86	C-1331660
06/29/2022	CHARGEBACK INV#14505-FLO PROS DRAIN SERVICES INC-QUART.	COMM	443.21		29,636.07	C-1339920
07/25/2022	CHARGEBACK INV#358706 - RJC - EXPANSION & CAPACITY ANALYSS	COMM	3,693.37		33,329.44	C-1348200
10/05/2022	CHARGEBACK INV#15147-FLO PROS DRAIN SERVICES INC-QUARTERLY	COMM	443.21		33,772.65	C-1365321
11/07/2022	CHARGEBACK INV#640468-ARTHUR J, GALLAGHER - INSURANCE	COMM	30,328.35		64,101.00	C-1373545
11/17/2022	Chk# 3096 - CHQ - ARREARS PAYMENT			33,772.65	30,328.35	R-1189910
12/01/2022	:ACH-82667 - Pre-Authorized Payment			2,527.36	27,800.99	R-1194752
12/15/2022	CHARGEBACK INV#46954-TROTTER & MORTON-SERVICE CALL TO	COMM	502.95		28,303.94	C-1383016
01/01/2023	:ACH-90051 - Pre-Authorized Payment			2,527.36	25,776.58	R-1202477
02/01/2023	:ACH-98104 - Pre-Authorized Payment			2,527.36	23,249.22	R-1210249
03/01/2023	:ACH-105878 - Pre-Authorized Payment			2,527.36	20,721.86	R-1217986
03/06/2023	ResExp INV#6442-NATIONWIDE RESTOR.-WATER INGRESS	COMM	3,836.16		24,558.02	C-1407265
04/01/2023	:ACH-113761 - Pre-Authorized Payment			2,527.36	22,030.66	R-1225828
04/24/2023	RM Bldng INV#16394-FLO PROS-FLSUH WORK ON BLDG SANITARY	COMM	443.20		22,473.86	C-1423878
04/24/2023	ResExp INV#403305-RJC-PT MAINTENANCE CONSTRUCTION	COMM	562.13		23,035.99	C-1423879
05/01/2023	:ACH-121383 - Pre-Authorized Payment			2,527.36	20,508.63	R-1233474
05/25/2023	ResExp INV#1096-DAY 1 CONTRACTING-POST TENSIONING SYSTEM	COMM	30,961.41		51,470.04	C-1432095
05/25/2023	ResExp INV#405024-RJC-POST TENSION UPDATE MAINT.	COMM	3,841.11		55,311.15	C-1432096
06/01/2023	:ACH-129210 - Pre-Authorized Payment			2,527.36	52,783.79	R-1241235
06/14/2023	ResExp INV#1071 - DAY 1 CONTRACTING - 2022 POST TENSIONING	COMM	20,941.20		73,724.99	C-1432397
06/15/2023	ResExp INV#400321-READ JONES-POST TENTION MAINT CONST.	COMM	175.31		73,900.30	C-1432398
06/15/2023	ResExp INV#400322-RJC-GROUND FLOOR MOISTURE SEEPAGE REPAIR	COMM	125.39		74,025.69	C-1432399
06/15/2023	ResExp INV#395249-RJC-POST TENSION MAINT CONSTRUCTION	COMM	2,287.18		76,312.87	C-1432402
06/20/2023	ResExp INV#1106 - DAY 1 CONTRACTING - 2022 POST TENTION	COMM	9,847.61		86,160.48	C-1440323
06/20/2023	ResExp INV#1108 - DAY 1 CONTRACTING-RESTURANT CRACK	COMM	360.94		86,521.42	C-1440325
06/20/2023	ResExp INV#1107 - DAY 1 CONTRACTNG - RESTAURANT CRACK	COMM	3,248.44		89,769.86	C-1440326
06/20/2023	ResExp INV#1105 - DAY 1 CONTRACTING - POST TENSION SYSTEM	COMM	47,845.64		137,615.50	C-1440327
07/01/2023	:ACH-137000 - Pre-Authorized Payment			2,527.36	135,088.14	R-1248839
07/05/2023	Audit CAVEAT SENT TO LTO FOR REG.	COMM	262.50		135,350.64	C-1440444
07/06/2023	Int Inc INTEREST [NOV 2022 TO JULY 06, 2023]	COMM	5,225.70		140,576.34	C-1440461
07/17/2023	ResExp INV#410882-RJC-POST TENSION UPDATE MANIT. EXPANISON	COMM	1,546.29		142,122.63	C-1440513
08/01/2023	:ACH-144782 - Pre-Authorized Payment			2,527.36	139,595.27	R-1256466
08/24/2023	Int Inc INTEREST [JUL 07 - AUG 24 2023]	COMM	1,974.10		141,569.37	C-1457031
09/01/2023	:ACH-152553 - Pre-Authorized Payment			2,527.36	139,042.01	R-1264248
10/01/2023	:ACH-160062 - Pre-Authorized Payment			2,527.36	136,514.65	R-1272025
11/01/2023	:ACH-168021 - Pre-Authorized Payment			2,527.36	133,987.29	R-1280075
11/06/2023	Int Inc INTEREST [AUG 25 - NOV 06, 2023]	COMM	2,946.76		136,934.05	C-1474014
11/17/2023	INV#8585986-GALLAGHER-COMMIERCAL PORTION OF INSURANCE	COMM	29,142.72		166,076.77	C-1482163
12/01/2023	:ACH-176050 - Pre-Authorized Payment			502.98	165,573.79	R-1288111
12/01/2023	:ACH-176051 - Pre-Authorized Payment			2,024.38	163,549.41	R-1288112
Current		30 Days	60 Days	90 Days	Prepay	Amount Due
0.00		46,236.68	0.00	202,046.98	(0.00)	248,283.66

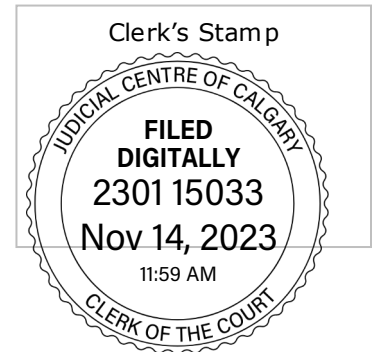


Owner comm-1
Status Current
From 01/01/1970
To
Office (780) 641-0229
Legal

Home

Date	Description	Unit	Charge	Payment	Balance	Chg/Rec
Balance Forward						
12/13/2023	Int Inc INTEREST [NOV 07 - DEC 13]	COMM	1,789.62		165,339.03	C-1482335
01/04/2024	Audit INV#316115-McLEOD LAW - LEGAL COSTS	COMM	7,136.85		172,475.88	C-1490785
01/31/2024	Audit CB INV 317890 MCLEOD LEGAL FEES	COMM	5,143.48		177,619.36	C-1706384
10/31/2024	Audit CB INV 330949 MCLEOD LAW LEGAL FEES	COMM	1,829.63		179,448.99	C-1706385
11/29/2024	Audit CB INV 332700 MC LEOD LEGAL FEE	COMM	2,475.38		181,924.37	C-1706386
01/23/2025	CB INV 838635 GALLAGHER COMMERCIAL PORTION OF INSURANCE	COMM	27,758.42		209,682.79	C-1585678
02/07/2025	Chk# 6 - CHQ- BDO CANADA LTD INSURANCE NOV 23-OCT 24 NOV			30,379.73	179,303.06	R-1394378
02/15/2025	:ACH-282517 - Pre-Authorized Payment			443.20	178,859.86	R-1394540
02/15/2025	:ACH-282516 - Pre-Authorized Payment			1,925.56	176,934.30	R-1394539
03/15/2025	:ACH-289732 - Pre-Authorized Payment			2,368.76	174,565.54	R-1401625
04/03/2025	ResExp CB INV 25402 TROTTER COMMERCIAL PORTION FOR SUMP	COMM	1,405.94		175,971.48	R-1608479
04/15/2025	:ACH-296903 - Pre-Authorized Payment			2,368.76	173,602.72	R-1408802
05/15/2025	:ACH-303918 - Pre-Authorized Payment			2,368.76	171,233.96	R-1415618
06/15/2025	:ACH-310895 - Pre-Authorized Payment			2,368.76	168,865.20	R-1422602
07/14/2025	ResExp CB INV480620-RJC ENGINEER-PT UPDATE	COMM	2,757.72		171,622.92	C-1630576
07/14/2025	ResExp CB INV480621-RJC ENGINEER-GROUND FLOOR PT	COMM	3,675.00		175,297.92	C-1630577
07/14/2025	ResExp CB INV25-3501-ROCKYVIEW GRP-SUPPLY/INSTALLL COLOR	COMM	2,201.99		177,499.91	C-1630578
07/15/2025	:ACH-317375 - Pre-Authorized Payment			2,368.76	175,131.15	R-1429113
07/31/2025	Audit CB INV 344309 MCLEOD LAW LEGAL FEES	COMM	1,624.35		176,755.50	C-1706387
08/15/2025	:ACH-323904 - Pre-Authorized Payment			2,368.76	174,386.74	R-1435435
09/15/2025	:ACH-330368 - Pre-Authorized Payment			2,368.76	172,017.98	R-1441626
09/25/2025	ResExp CB INVVP333553 VIPOND SPRINKLER DEFICIENCY-COMM	COMM	1,811.23		173,829.21	C-1644458
10/15/2025	:ACH-336645 - Pre-Authorized Payment			2,368.76	171,460.45	R-1447818
11/21/2025	CB INV 14645907 GALLAGHER INSURANCE PORTION COMMERCIAL	COMM	24,671.62		196,132.07	C-1657929
11/28/2025	Audit CB INV 349384 MCLEOD LAW LEGAL FEES	COMM	8,694.53		204,826.60	C-1706388
12/29/2025	Audit CB INV 351026 MC LEOD LEGAL FEE	COMM	11,755.81		216,582.41	C-1706389
02/04/2026	Alarm CB INV VIP063566 VIPOND ANNUAL INSPECTION	COMM	1,368.02		217,950.43	C-1678647
02/11/2026	Chk# 19 - CHQ- BDO CANADA LIMITED			8,223.87	209,726.56	R-1472829
02/27/2026	Audit CB INV 353552 MCLEOD LEGAL FEE	COMM	1,575.00		211,301.56	C-1706390
04/30/2026	Audit CB INV 356218 MC LEOD LEGAL FEE	COMM	2,559.38		213,860.94	C-1706391
05/13/2026	Chk# 1089 - CHQ- GROUP THREE CB INVOICE			3,179.25	210,681.69	R-1491602
05/13/2026	Chk# 1088 - CHQ - GROUP THREE CB INVOCIES			8,634.71	202,046.98	R-1491603
06/05/2026	Int Inc INTEREST JAN 2024-MAY 2026	COMM	46,236.68		248,283.66	C-1706392
Current 0.00 30 Days 46,236.68 60 Days 0.00 90 Days 202,046.98 Prepay (0.00) Amount Due 248,283.66						

COURT FILE NUMBER 2301-
COURT COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY
PLAINTIFF CONDOMINIUM CORPORATION NO. 8111330
DEFENDANT 1637102 ALBERTA LTD.
DOCUMENT **STATEMENT OF CLAIM**



ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
McLEOD LAW LLP
Barristers and Solicitors
Third Floor, 14505 Bannister Road SE
Calgary, Alberta T2X 3J3
Phone: (403) 278-9411
Fax: (403) 271-1769
Attn: Mark Rathwell
Email: mrathwell@mcleod-law.com
File: 163723MR/kf

NOTICE TO DEFENDANT

You are being sued. You are a defendant.

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

STATEMENT OF FACTS RELIED ON:

1. By Caveat Forbidding Registration made under the *Condominium Property Act* (the "**Act**") and the *Land Titles Act* and registered in the Land Titles Offices for the South Alberta Land Registration District, the Plaintiff claims an interest in the following lands:

CONDOMINIUM PLAN 8111330
UNIT 28

AND 4690 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS (the "**Lands**")

for securing payment of unpaid contributions, levies and assessments (the "**Condominium Fees**") together with interest payable on arrears, both before and after default, and before and after judgment and legal costs relating thereto, all of which has been duly levied and assessed by the Plaintiff against the owner of the Lands.

2. The Defendant is the registered owner of the Lands.

3. By the Condominium by-laws of the Plaintiff (the "**By-Laws**"), the Defendant agreed to pay the Condominium Fees, together with interest for late payment pursuant to the By-Laws.
4. By the said By-Laws, the Defendant did also covenant and agree with the Plaintiff to pay all sums which the Plaintiff does from time to time incur with respect to enforcing any right, power or remedy pursuant to the By-Laws, including legal costs on a solicitor and client basis as between the Plaintiff and its counsel.
5. Default has been made in payment of the Condominium Fees and in payment of the interest on arrears pursuant to the By-Laws.
6. As at the date of this pleading there is owing to the Plaintiff the sum of \$175,000.00 in respect of unpaid Condominium Fees.
7. The Plaintiff says that the default herein of the Defendant has not been due to causes beyond its control and that, having regard to the said Defendant's ability to pay and the value of the Plaintiff's security, the period of redemption in the Judgment in this action should be shortened to less than six months.
8. The Plaintiff pleads and intends to rely on the *Land Titles Act*, the *Law of Property Act* and the *Condominium Property Act*.
9. In the opinion of the Plaintiff, this action will not likely take more than 25 days to try. The Plaintiff proposes that the trial of this action be held at the Court House, in the City of Calgary, in the Province of Alberta.

REMEDY SOUGHT:

10. A declaration as to the amount owing to the Plaintiff for condominium fees with interest thereon according to the provisions of the Act and in default of payment, sale or foreclosure and possession of the lands;
11. In the alternative, immediate foreclosure and possession of the lands;
12. Judgment against the Defendant in the amount found to be owing, together with interest thereon according to the provisions of the Act until payment, together with an Order granting liberty to the Plaintiff to issue execution upon such Judgment;
13. An Order for Possession;
14. An Order for the appointment of a Receiver;
15. An Order shortening the period of redemption to less than six months as the Court may direct;
16. An Order directing that legal costs properly incurred by the Plaintiff in respect of the within proceedings be allowed to the Plaintiff including those on a solicitor and client basis;
17. Such other relief as the nature of this case may require and to this Honourable Court deems just.

NOTICE TO THE DEFENDANT

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

20 days if you are served in Alberta

1 month if you are served outside Alberta but in Canada

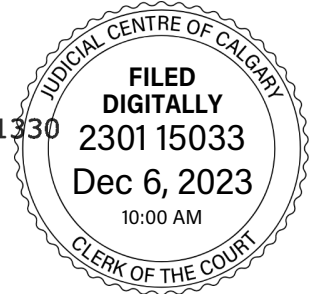
2 months if you are served outside Canada.

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

WARNING

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

COURT FILE NUMBER 2301-15033
COURT COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY
PLAINTIFF CONDOMINIUM CORPORATION NO. 8111330
DEFENDANT 1637102 ALBERTA LTD.
DOCUMENT **NOTING IN DEFAULT**



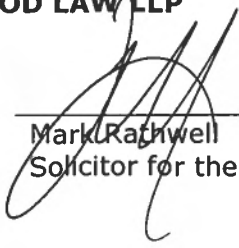
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
McLEOD LAW LLP
#300, 14505 Bannister Road SE
Calgary, Alberta T2X 3J3
P: (403) 278-9411
F: (403) 271-1769
Attention: Mark Rathwell
Email: mrathwell@mcleod-law.com
File No.: 163723

The Plaintiff, Condominium Corporation No. 8111330, hereby requires the court clerk to enter in the court record of this Action a note to the effect that the Defendant, 1637102 Alberta Ltd., has not filed a Statement of Defence and consequently are noted in default.

DATED at the City of Calgary, in the Province of Alberta, this 6th day of December, 2023.

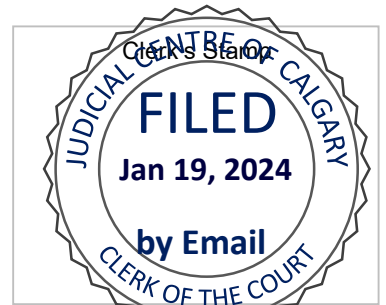
McLEOD LAW LLP

Per:


Mark Rathwell
Solicitor for the Plaintiff

TO: Clerk of the Court

COURT FILE NUMBER 2401-00363
COURT COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY
PLAINTIFF ATB FINANCIAL
DEFENDANTS STARKE CAPITAL CORP. AND 1637102 ALBERTA LTD.
DOCUMENT **RECEIVERSHIP ORDER**
ADDRESS FOR SERVICE AND CONTACT
AND CONTACT
INFORMATION OF PARTY
FILING THIS DOCUMENT
McCarthy Tétrault LLP
Suite 4000, 421 7th Avenue SW
Calgary AB T2P 4K9
Attention: Pantelis Kyriakakis / Nathan Stewart
Phone: 403-260-3536 / 3534
Fax: 403-260-3501
Email: pkyriakakis@mccarthy.ca / nstewart@mccarthy.ca



MM

DATE ON WHICH ORDER WAS PRONOUNCED: January 18, 2024
LOCATION OF HEARING OR TRIAL: Calgary, Alberta
NAME OF JUDGE WHO MADE THIS ORDER: Justice Neufeld

UPON the application (the “**Application**”) of ATB Financial (the “**Lender**”), in respect of Starke Capital Corp. and 1637102 Alberta Ltd. (collectively, the “**Debtors**”); **AND UPON** having read the Application, the Affidavit of Brian Spilchen, sworn on January 9, 2024 (the “**Spilchen Affidavit**”), and the Affidavit of Service of Katie Hynne, sworn on January 16, 2024 (the “**Service Affidavit**”), all filed; **AND UPON** reading the consent of BDO Canada Limited to act as receiver and receiver and manager (the “**Receiver**”) of all of the assets, properties, and undertakings of the Debtors, filed; **AND UPON** hearing counsel for the Lender, counsel for the proposed Receiver, and any other counsel or other interested parties present;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. The time for service of the Application for this order (the “**Order**”) and the Spilchen Affidavit is hereby abridged, if necessary, the Application is properly returnable today, service of the Application and the Spilchen Affidavit on the service list (the “**Service List**”) attached as Exhibit “A” to the Service Affidavit, in the manner described in the Service Affidavit, is

good and sufficient, and no other persons other than those listed on the Service List, are entitled to service of the Application and the Spilchen Affidavit.

APPOINTMENT

2. Pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the “**BIA**”), and section 13(2) of the *Judicature Act*, R.S.A. 2000, c. J-2, BDO Canada Limited is hereby appointed Receiver, without security, of all of the Debtors’ current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (collectively, the “**Property**”).

RECEIVER’S POWERS

3. The Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:
 - (a) to take possession of and exercise control over all or some of the Property or certain portions thereof, and any and all proceeds, receipts and disbursements arising out of or from the Property, which shall include the Receiver’s ability to abandon, dispose of, or otherwise release any interest in any of the Debtors’ real or personal property, or any right in any immoveable;
 - (b) to receive, preserve and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
 - (c) to manage, operate and carry on the business of the Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any parts of the business, or cease to perform any contracts of the Debtors;
 - (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever

basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;

- (e) to purchase or lease machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;
- (g) to settle, extend or compromise any indebtedness owing to or by the Debtors;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;
- (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtors;
- (j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtors, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding, and provided further that nothing in this Order shall authorize the Receiver to defend or settle the action in which this Order is made unless otherwise directed by this Court;
- (k) to market any or all the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business:

- (i) without the approval of this Court in respect of any transaction not exceeding \$200,000, provided that the aggregate consideration for all such transactions does not exceed \$200,000; and,
- (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 60(8) of the *Personal Property Security Act*, RSA 2000, c. P-7 or any other similar legislation in any other province or territory shall not be required.

- (m) to apply for any vesting order or other orders (including, without limitation, confidentiality or sealing orders) necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (o) to register a copy of this Order and any other orders in respect of the Property against title to any of the Property, and when submitted by the Receiver for registration this Order shall be immediately registered by the Registrar of Land Titles of Alberta, or any other similar government authority, notwithstanding Section 191 of the *Land Titles Act*, RSA 2000, c. L-4, or the provisions of any other similar legislation in any other province or territory, and notwithstanding that the appeal period in respect of this Order has not elapsed and the Registrar of Land Titles shall accept all Affidavits of Corporate Signing Authority submitted by the Receiver in its capacity as Receiver of the Debtors and not in its personal capacity;
- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtors;

- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have;
- (s) to assign the Debtors into bankruptcy, in accordance with the provisions of the BIA, where the Receiver is of the opinion that the making of such assignment is proper and in the best interests of the estate; and,
- (t) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtors, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

- 4. (i) The Debtors, (ii) all of their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on their instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependent on maintaining possession) to the Receiver upon the Receiver's request.
- 5. All Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtors, and any computer programs, computer tapes, computer disks or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access

to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or documents prepared in contemplation of litigation or due to statutory provisions prohibiting such disclosure.

6. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names, and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

7. No proceeding or enforcement process in any court or tribunal (each, a “**Proceeding**”), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

8. No Proceeding against or in respect of the Debtors or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtors or the Property are hereby stayed and suspended, pending further Order of this Court, provided, however, that nothing in this Order shall: (i) prevent any Person from commencing a proceeding regarding a claim that might otherwise become barred by

statute or an existing agreement if such proceeding is not commenced before the expiration of the stay provided by this paragraph; and (ii) affect a Regulatory Body's investigation in respect of the Debtors or an action, suit or proceeding that is taken in respect of the Debtors by or before the Regulatory Body, other than the enforcement of a payment order by the Regulatory Body or the Court. "**Regulatory Body**" means a person or body that has powers, duties or functions relating to the enforcement or administration of an Act of Parliament or of the legislature of a Province.

NO EXERCISE OF RIGHTS OF REMEDIES

9. All rights and remedies of any Person, whether judicial or extra-judicial, statutory or non-statutory (including, without limitation, set-off rights) against, concerning, or in respect of the Debtors or the Receiver or affecting the Property are hereby stayed and suspended and shall not be commenced, proceeded with, or continued except with the written consent of the Receiver or leave of this Court, provided, however, that this stay and suspension does not apply in respect of any "eligible financial contract" (as defined in the BIA), and further provided that nothing in this Order shall:
 - (a) empower the Debtors to carry on any business that the Debtors are not lawfully entitled to carry on;
 - (b) prevent the filing of any registration to preserve or perfect a security interest;
 - (c) prevent the registration of a claim for lien; or,
 - (d) exempt the Debtors from compliance with statutory or regulatory provisions relating to health, safety or the environment.
10. Nothing in this Order shall prevent any party from taking any action against the Debtors where such an action must be taken in order to comply with statutory time limitations in order to preserve their rights at law, provided that no further steps or actions shall be taken by any such party except in accordance with the other provisions of this Order, and notice in writing of such action be given to the Receiver at the first available opportunity.

NO INTERFERENCE WITH THE RECEIVER

11. No Person shall accelerate, suspend, discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtors, except with the written consent of the Debtors and the Receiver, or with leave of this Court. Nothing in this Order shall prohibit any party to an eligible financial contract (as defined in the BIA) from closing out and terminating such contract in accordance with its terms.

CONTINUATION OF SERVICES

12. All persons having:

- (a) statutory or regulatory mandates for the supply of goods and/or services; or
- (b) oral or written agreements or arrangements with the Debtors, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation, services, utility or other services to the Debtors,

are hereby restrained until further order of this Court from discontinuing, altering, interfering with, suspending or terminating the supply of such goods or services as may be required by the Debtors, or exercising any other remedy provided under such agreements or arrangements. The Debtors shall be entitled to the continued use of their current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the usual prices or charges for all such goods or services received after the date of this Order are paid by the Debtors in accordance with the payment practices of the Debtors, or such other practices as may be agreed upon by the supplier or service provider and each of the Debtors, by and through the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

13. All funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date

of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the “**Post Receivership Accounts**”) and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further order of this Court.

EMPLOYEES

14. Subject to employees’ rights to terminate their employment, all employees of the Debtors shall remain the employees of the Debtors until such time as the Receiver, on the Debtors’ behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*, SC 2005, c.47 (“**WEPPA**”).
15. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, SC 2000, c. 5, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a “**Sale**”). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATIONS ON ENVIRONMENTAL LIABILITIES

16. (a) Notwithstanding anything in any federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arose or environmental damage that occurred:

- (i) before the Receiver's appointment; or
 - (ii) after the Receiver's appointment unless it is established that the condition arose or the damage occurred as a result of the Receiver's gross negligence or wilful misconduct.
- (b) Nothing in sub-paragraph (a) exempts a Receiver from any duty to report or make disclosure imposed by a law referred to in that sub-paragraph.
- (c) Notwithstanding anything in any federal or provincial law, but subject to sub-paragraph (a) hereof, where an order is made which has the effect of requiring the Receiver to remedy any environmental condition or environmental damage affecting the Property, the Receiver is not personally liable for failure to comply with the order, and is not personally liable for any costs that are or would be incurred by any person in carrying out the terms of the order,
 - (i) if, within such time as is specified in the order, within 10 days after the order is made if no time is so specified, within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, or during the period of the stay referred to in clause (ii) below, the Receiver:
 - A. complies with the order, or
 - B. on notice to the person who issued the order, abandons, disposes of or otherwise releases any interest in any real property affected by the condition or damage;
 - (ii) during the period of a stay of the order granted, on application made within the time specified in the order referred to in clause (i) above, within 10 days after the order is made or within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, by:
 - A. the court or body having jurisdiction under the law pursuant to which the order was made to enable the Receiver to contest the order; or
 - B. the court having jurisdiction in bankruptcy for the purposes of assessing the economic viability of complying with the order; or

- (iii) if the Receiver had, before the order was made, abandoned or renounced or been divested of any interest in any real property affected by the condition or damage.

LIMITATION ON THE RECEIVER'S LIABILITY

- 17. Except for gross negligence or wilful misconduct, as a result of its appointment or carrying out the provisions of this Order the Receiver shall incur no liability or obligation that exceeds an amount for which it may obtain full indemnity from the Property. Nothing in this Order shall derogate from any limitation on liability or other protection afforded to the Receiver under any applicable law, including, without limitation, Section 14.06, 81.4(5) or 81.6(3) of the BIA.

RECEIVER'S ACCOUNTS

- 18. The Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, incurred prior to and after the date of this Order, in each case, incurred at their standard rates and charges. The Receiver and counsel to the Receiver shall be entitled to the benefits of and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for their professional fees and disbursements incurred at the normal rates and charges of the Receiver and such counsel, both before and after the making of this Order in respect of these proceedings, and the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, deemed trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person but subject to section 14.06(7), 81.4(4), 81.6(2), and 88 of the BIA.
- 19. The Receiver and its legal counsel shall pass their accounts from time to time.
- 20. Prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including the legal fees and disbursements, incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

21. The Receiver is at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$200,000 (or such greater amount as this Court may by further order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the **"Receiver's Borrowings Charge"**) as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, deemed trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges set out in sections 14.06(7), 81.4(4), 81.6(2), and 88 of the BIA.
22. Neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.
23. The Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the **"Receiver's Certificates"**) for any amount borrowed by it pursuant to this Order.
24. The monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.
25. The Receiver shall be authorized to repay any amounts borrowed by way of Receiver's Certificates out of the Property or any proceeds, including any proceeds from the sale of any assets without further approval of this Court.

ALLOCATION

26. The Receiver or any other interested party may apply to this Court on notice to any other party likely to be affected, for an order allocating the Receiver's Charge and Receiver's Borrowings Charge amongst the various assets comprising the Property

GENERAL

27. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
28. Notwithstanding Rule 6.11 of the *Alberta Rules of Court*, unless otherwise ordered by this Court, the Receiver will report to the Court from time to time, which reporting is not required to be in affidavit form and shall be considered by this Court as evidence. The Receiver's reports shall be filed by the Court Clerk notwithstanding that they do not include an original signature.
29. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtors.
30. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any foreign jurisdiction to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Receiver in any foreign proceeding, or to assist the Receiver and its agents in carrying out the terms of this Order.
31. The Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
32. The Plaintiff shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or, if not so provided by

the Plaintiff's security, then on a substantial indemnity basis, including legal costs on a solicitor-client full indemnity basis, to be paid by the Receiver from the Debtors' estate with such priority and at such time as this Court may determine.

33. Any interested party may apply to this Court to vary or amend this Order on not less than 7 days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

FUNDS PAID INTO COURT

34. The Clerk of the Court is hereby directed and authorized to pay, to the Receiver, any and all funds paid into Court, from time to time, by any Person, in any proceedings or under any garnishment or writ against, with respect to, or concerning, either or both of the Debtors or any of the Property (collectively, the "**Funds Paid Into Court**"). For greater certainty, (i) all Funds Paid Into Court form part of the Property and the Debtors' estates and shall be subject to this Order; and, (ii) nothing in this Order shall prevent the Receiver from dealing with such Funds Paid Into Court, in accordance with this Order, including, without limitation, by applying for any Order concerning the allocation or distribution of any such Funds Paid Into Court.

FILING

35. The Receiver shall establish and maintain a website in respect of these proceedings at: <https://www.bdo.ca/services/financial-advisory-services/business-restructuring-turnaround-services/current-engagements/Starke> (the "**Receiver's Website**") and shall post there as soon as practicable:
- (a) all materials prescribed by statute or regulation to be made publicly available; and
 - (b) all applications, reports, affidavits, orders and other materials filed in these proceedings by or on behalf of the Receiver, or served upon it, except such materials as are confidential and the subject of a sealing order or pending application for a sealing order.
36. Service of this Order shall be deemed good and sufficient by:
- (a) serving the same on:

- (i) the persons listed on the service list created in these proceedings or otherwise served with notice of these proceedings;
- (ii) any other person served with notice of the application for this Order;
- (iii) any other parties attending or represented at the application for this Order; and,

(b) posting a copy of this Order on the Receiver's Website

and service on any other person is hereby dispensed with.

37. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.



Justice of the Court of King's Bench of Alberta

**SCHEDULE "A" TO THE RECEIVERSHIP ORDER
RECEIVER CERTIFICATE**

CERTIFICATE NO. _____

AMOUNT: \$ _____

1. THIS IS TO CERTIFY that BDO Canada Limited, the receiver and receiver and manager (the "**Receiver**") of all of the assets, undertakings and properties of Starke Capital Corp. and 1637102 Alberta Ltd. appointed by Order of the Court of King's Bench of Alberta (the "**Court**") dated the 18th day of January, 2024 (the "**Order**") made in action number 2401-00363, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$_____, being part of the total principal sum of **\$200,000** that the Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [**daily**] [**monthly not in advance on the _____ day of each month**] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of ATB Financial from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property (as defined in the Order), in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Suite 600, 585-8th Ave SW, Calgary, AB T2P1G1.
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.
7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the _____ day of _____, 20__.

**BDO Canada Limited solely in its capacity
as Receiver of the Property (as defined in
the Order), and not in its personal capacity**

Per: _____
Name:
Title:

COURT FILE NUMBER	2401-00363
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
PLAINTIFF (APPLICANT)	ATB FINANCIAL
DEFENDANTS (RESPONDENTS)	STARKE CAPITAL CORP. and 1637102 ALBERTA LTD.

DOCUMENT **APPROVAL AND VESTING ORDER**
(Sale by Receiver)

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Burnet, Duckworth & Palmer LLP	
	2400, 525 – 8 th Avenue SW	
	Calgary, AB T2P 1G1	
	Attention:	David LeGeyt / Jessica MacKinnon
	Phone Number:	(403) 260-0210 / 0112
	Fax Number:	(403) 260-0332
	Email Address:	dlegeyt@bdplaw.com jmackinnon@bdplaw.com
	File No.	74432-6

DATE ON WHICH ORDER WAS PRONOUNCED: December 5, 2025

LOCATION WHERE ORDER WAS PRONOUNCED: Calgary Courts Centre

NAME OF JUSTICE WHO MADE THIS ORDER: Justice R.W. Armstrong

UPON THE APPLICATION by BDO Canada Limited in its capacity as the Court-appointed receiver (the "**Receiver**") of the undertakings, property and assets of Starke Capital Corp. and 1637102 Alberta Ltd. (the "**Debtors**") for an order approving the sale transaction (the "**Transaction**") contemplated by an offer to purchase and agreement (the "**Sale Agreement**") between the Receiver and Vedran Jakovljevic or their nominee (the "**Purchaser**") dated October 16, 2025 and appended to the Confidential Supplement to the First Report of the Receiver dated October 24, 2025 (the "**Report**"), and vesting in the Purchaser the Debtors' right, title and interest in and to the assets described in the Sale Agreement (the "**Purchased Assets**");

AND UPON HAVING READ the Receivership Order dated January 18, 2024 (the "**Receivership Order**"), the Report and the Affidavit of Service of Angelamor Molod Donor; **AND UPON HEARING** the submissions of counsel for the Receiver, the Purchaser and other parties present, no one appearing for any other person on the service list, although properly served as appears from the Affidavit of Service, filed:

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. Service of notice of this application and supporting materials is hereby declared to be good and sufficient, no other person is required to have been served with notice of this application and time for service of this application is abridged to that actually given.

APPROVAL OF TRANSACTION

2. The Transaction is hereby approved and execution of the Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for completion of the Transaction and conveyance of the Purchased Assets to the Purchaser (or their nominee).

VESTING OF PROPERTY

3. Upon delivery of a Receiver's certificate to the Purchaser substantially in the form set out in **Schedule "A"** hereto (the "**Receiver's Closing Certificate**"), all of the Debtors' right, title and interest in and to the Purchased Assets listed in **Schedule "B"** hereto shall vest absolutely in the name of the Purchaser (or their nominee), free and clear of and from any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, "**Claims**") including, without limiting the generality of the foregoing:

- (a) any encumbrances or charges created by the Receivership Order;
- (b) any charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system;
- (c) any liens or claims of lien under the *Builders' Lien Act* (Alberta) or the *Prompt Payment and Construction Lien Act* (Alberta); and
- (d) those Claims listed in **Schedule "C"** hereto (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, caveats, interests, easements, and restrictive covenants listed in **Schedule "D"** (collectively, "**Permitted Encumbrances**")).

and for greater certainty, this Court orders that all Claims including Encumbrances other than Permitted Encumbrances, affecting or relating to the Purchased Assets are hereby expunged, discharged and terminated as against the Purchased Assets

4. Upon delivery of the Receiver's Closing Certificate, and upon filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities including those referred to below in this paragraph (collectively, "**Governmental Authorities**") are hereby authorized, requested and directed to accept delivery of such Receiver's Closing Certificate and certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required to convey to the Purchaser or their nominee clear title to the Purchased Assets subject only to Permitted Encumbrances. Without limiting the foregoing:

- (a) the Registrar of Land Titles ("**Land Titles Registrar**") for the lands defined below shall and is hereby authorized, requested and directed to forthwith:
 - (i) cancel existing Certificate of Title No. 181 094 686 for those lands and premises municipally described as 811 14th ST NW, Calgary, AB and legally described as:

CONDOMINIUM PLAN 811130
Unit 28
AND 4690 UNDIVIDED ONE TEN THOUSANDTH SHARES IN
THE COMMONN PROPERTY EXCEPTING THEREOUT ALL
MINES AND MINERALS

(collectively, the "**Lands**")

- (ii) issue a new Certificate of Title for the Lands in the name of the Purchaser, namely Vedran Jakovljevic (or their nominee); and
 - (iii) transfer to the New Certificate of Title the existing instruments listed in **Schedule "D"**, to this Order, and to issue and register against the New Certificate of Title such new caveats, utility rights of ways, easements or other instruments as are listed in **Schedule "D"**; and
 - (iv) discharge and expunge the Encumbrances listed in **Schedule "C"** to this Order and discharge and expunge any Claims including Encumbrances (but excluding Permitted Encumbrances) which may be registered after the date of the Sale Agreement against the existing Certificate of Title to the Lands;
5. In order to effect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the Sale Agreement. Presentment of this Order and the Receiver's Closing Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge registrations against any of the Purchased Assets of any Claims including Encumbrances but excluding Permitted Encumbrances.
6. No authorization, approval or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Purchased Assets is required for the due execution, delivery and performance by the Receiver of the Sale Agreement.
7. Upon delivery of the Receiver's Closing Certificate together with a certified copy of this Order, this Order shall be immediately registered by the Land Titles Registrar notwithstanding the requirements of section 191(1) of the *Land Titles Act*, RSA 2000, c.L-7

and notwithstanding that the appeal period in respect of this Order has not elapsed. The Land Titles Registrar is hereby directed to accept all Affidavits of Corporate Signing Authority submitted by the Receiver in its capacity as Receiver of the Debtors and not in its personal capacity.

8. For the purposes of determining the nature and priority of Claims, net proceeds from sale of the Purchased Assets (to be held in an interest bearing trust account by the Receiver) shall stand in the place and stead of the Purchased Assets from and after delivery of the Receiver's Closing Certificate and all Claims including Encumbrances (but excluding Permitted Encumbrances) shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Purchased Assets and may be asserted against the net proceeds from sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale. Unless otherwise ordered (whether before or after the date of this Order), the Receiver shall not make any distributions to creditors of net proceeds from sale of the Purchased Assets without further order of this Court, provided however the Receiver may apply any part of such net proceeds to repay any amounts the Receiver has borrowed for which it has issued a Receiver's Certificate pursuant to the Receivership Order.
9. Upon completion of the Transaction, the Debtors and all persons who claim by, through or under the Debtors in respect of the Purchased Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Purchased Assets, save and except for persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Purchased Assets, and to the extent that any such persons or entities remain in the possession or control of any of the Purchased Assets, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser (or their nominee).

10. The Purchaser (or their nominee) shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for its own use and benefit without any interference of or by the Debtors, or any person claiming by, through or against the Debtors.
11. Immediately upon closing of the Transaction, holders of Permitted Encumbrances shall have no claim whatsoever against the Receiver.
12. The Receiver is directed to file with the Court a copy of the Receiver's Closing Certificate forthwith after delivery thereof to the Purchaser (or their nominee).

MISCELLANEOUS MATTERS

13. Notwithstanding:
 - (a) the pendency of these proceedings and any declaration of insolvency made herein;
 - (b) the pendency of any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended (the "**BIA**"), in respect of the Debtors, and any bankruptcy order issued pursuant to any such applications;
 - (c) any assignment in bankruptcy made in respect of the Debtors; and
 - (d) the provisions of any federal or provincial statute:

the vesting of the Purchased Assets in the Purchaser (or their nominee) pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtors and shall not be void or voidable by creditors of the Debtors, nor shall it constitute nor be deemed to be a transfer at undervalue, settlement, fraudulent preference, assignment, fraudulent conveyance, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

14. The Receiver, the Purchaser (or its nominee) and any other interested party, shall be at liberty to apply for further advice, assistance and direction as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.

15. This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such order and to provide such assistance to the Receiver, as an officer of the Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.
16. Service of this Order shall be deemed good and sufficient by:
- (a) Serving the same on:
 - (i) the persons listed on the service list created in these proceedings;
 - (ii) any other person served with notice of the application for this Order;
 - (iii) any other parties attending or represented at the application for this Order;
 - (iv) the Purchaser or the Purchaser's solicitors; and
 - (b) Posting a copy of this Order on the Receiver's website at:
<https://www.bdo.ca/starke>
- and service on any other person is hereby dispensed with.
17. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.



Justice of the Court of King's Bench of Alberta

Schedule "A"
Form of Receiver's Certificate

Clerk's Stamp:

COURT FILE NUMBER	2401-00363
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
PLAINTIFF (APPLICANT)	ATB FINANCIAL
DEFENDANTS (RESPONDENTS)	STARKE CAPITAL CORP. and 1637102 ALBERTA LTD.

DOCUMENT

RECEIVER'S CERTIFICATE

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Burnet, Duckworth & Palmer LLP
	2400, 525 – 8 th Avenue SW
	Calgary, AB T2P 1G1
	Attention: David LeGeyt / Jessica MacKinnon
	Phone Number: (403) 260-0210 / 0112
	Fax Number: (403) 260-0332
	Email Address: dlegeyt@bdplaw.com
	jmackinnon@bdplaw.com
	File No. 74432-6

RECITALS

- A. Pursuant to an Order of the Honourable Justice R.A. Neufeld of the Court of King's Bench of Alberta, Judicial District of Calgary (the "**Court**") dated January 18, 2024, BDO Canada Limited was appointed as the receiver (the "**Receiver**") of the undertakings, property and assets of Starke Capital Corp. and 1637102 Alberta Ltd. (the "**Debtors**").
- B. Pursuant to an Order of the Court dated December 5, 2025, the Court approved the offer to purchase and agreement dated October 16, 2025 (the "**Sales Agreement**") between the Receiver and Vedran Jakovljevic or their nominee (the "**Purchaser**") and provided for the vesting in the Purchaser of the Debtors' right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Receiver

and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

- C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser (or their nominee) has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in section 7 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at **[Time]** on **[Date]**.

BDO CANADA LIMITED, in its capacity as Receiver of the undertakings, property and assets of STARKE CAPITAL CORP. AND 1637102 ALBERTA LTD., and not in its personal capacity.

Per: _____
Breanne Scott
Vice President

Schedule "B"
Purchased Assets

All of the Debtors' right, title, estate and interest in and to:

- (a) the Lands;
- (b) all buildings, erections, structures, systems, fixtures and other improvements to and located on the Lands owned by the Debtors (the "**Improvements**"); and
- (c) all goods, appliances, machinery, equipment and chattels owned by the Debtors and located on the Lands which are used in connection with the operation or management of the Lands (the "**Collateral Property**").

Schedule "C"
Claims

Registration No.	Date	Particulars
131 232 510	12/09/2013	MORTGAGE MORTGAGEE - DAVID BECKINGHAM C/O 1885 MARINE DRIVE NORTH VANCOUVER BRITISH COLUMBIA V7P1V5 ORIGINAL PRINCIPAL AMOUNT: \$400,000
131 331 143	30/12/2013	AMENDING AGREEMENT AMOUNT: \$900,000 AFFECTS INSTRUMENT: 131232510
161 122 251	26/05/2016	MORTGAGE MORTGAGEE - ALBERTA TREASURY BRANCHES. 3 FLR, 217-16 AVE NW CALGARY ALBERTA T2M0H5 ORIGINAL PRINCIPAL AMOUNT: \$8,800,000
161 122 252	26/05/2016	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - ALBERTA TREASURY BRANCHES. 3 FLR, 217-16 AVE NW CALGARY ALBERTA T2M0H5 AGENT - TREVOR Q MORAWSKI
161 148 298	161 148 298	POSTPONEMENT OF MORT 131232510 AMEA 131331143 TO MORT 161122251 CAVE 161122252
181 021 572	26/01/2018	181 021 572 MORTGAGE MORTGAGEE - C.S. CAPITAL LTD. 2716 18 STREET CALGARY ALBERTA T2M3T8 ORIGINAL PRINCIPAL AMOUNT: \$868,043
181 157 280	25/07/2018	181 157 280 AMENDING AGREEMENT AMOUNT: \$1,118,043 AFFECTS INSTRUMENT: 181021572
231 124 549	25/04/2023	CAVEAT RE : AGREEMENT CHARGING LAND CAVEATOR - CDN GLOBAL ADVISORS LTD. C/O AGAHI LAW OFFICE 101, 6420 6A ST SE CALGARY

Registration No.	Date	Particulars
231 259 754	28/08/2023	WRIT CREDITOR - CDN GLOBAL ADVISORS LTD. 400 - 444 7 AVENUE S.W. CALGARY ALBERTA T2P0X8 DEBTOR - 1637102 ALBERTA LTD. 1310- 530 8 AVE SW CALGARY ALBERTA T2P3S8 AMOUNT: \$162,588 AND COSTS IF ANY ACTION NUMBER: 2301-08224
231 312 319	12/10/2023	CAVEAT RE : CONDOMINIUM FEES CAVEATOR - THE OWNERS : CONDOMINIUM PLAN NO. 8111330. C/O CONNELLY & COMPANY MANAGEMENT LTD 204, 2723-37 AVENUE NE CALGARY ALBERTA T1Y5R8 AGENT - CONNELLY & COMPANY MANAGEMENT LTD
231 373 224	01/12/2023	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 231312319 DATE RECEIVED: NOVEMBER 16, 2023

Schedule "D"
Permitted Encumbrances

1. Any registrations or encumbrances such as easements, utility rights of way, restrictive covenants and other similar such registrations or encumbrances and any registrations or encumbrances that are normally or customarily found registered against lands similar in nature to the Lands;
2. Any registrations or encumbrances pursuant to the Leases;
3. Any registrations or encumbrances by or on behalf of the Purchaser;
4. Those implied by law;
5. Any registrations shown on the condominium additional plan sheet certificate for 1013245;CS; and
6. The following specific encumbrances

<u>Instrument No.</u>	<u>Date</u>	<u>Description</u>
981 177 539	17/06/1998	CAVEAT RE : LEASE CAVEATOR - HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA
011 256 027	05/09/2001	CAVEAT RE : LEASE CAVEATOR - HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA
011 350 126	26/11/2001	CAVEAT RE : LEASE , ETC. CAVEATOR - 798974 ALBERTA LTD.
061 439 139	23/10/2006	CAVEAT RE : LEASE CAVEATOR - HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA
111 079 684	01/04/2011	CAVEAT RE : LEASE INTEREST CAVEATOR - HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA
161 037 423	08/02/2016	CAVEAT RE : LEASE INTEREST CAVEATOR - HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA

Condominium Property Act, RSA 2000, c C-22

Payment and enforcement of contributions

39.2(1) A contribution is due and payable on the passing of a resolution by the board under [section 39](#) in accordance with the terms of the resolution of the board.

(2) A contribution referred to in subsection (1), and any interest charged under [section 40](#), may be recovered by an action for debt by the corporation

(a) from a person who was an owner at the time when the resolution of the board was passed, and

(b) from a person who was an owner at the time when the action was instituted, both jointly and severally.

(3) Where a contribution, including any interest owing, is not paid by the owner, the mortgagee may pay any amount owing in respect of that contribution and add that amount to the amount owing to the mortgagee under the mortgage.

(4) Where

(a) a person other than the owner is in possession of a unit and pays rent to the owner in respect of the unit, and

(b) contributions, including any interest owing in respect of that unit, are in arrears, the corporation may require the person in possession of the unit to pay the rent owing to the owner in respect of that unit to the corporation so that that rent can be applied against the contributions, including any interest owing, that are in arrears.

(5) Where a person in possession of a unit other than the owner pays the rent to the corporation under subsection (4), that person is deemed to have paid that rent to the owner.

(6) A corporation may file a caveat against the certificate of title to an owner's unit for the amount of a contribution levied on the owner and interest payable but unpaid by the owner.

(7) On the filing of the caveat under subsection (6), the corporation has a charge against the unit equal to the unpaid contributions and any interest owing.

(8) On and from the date of filing of the caveat, a charge under subsection (7) has the same priority as a mortgage under the [Land Titles Act](#) and may be enforced in the same manner as a mortgage.

(9) The [Dower Act](#) and Part 10 of the [Civil Enforcement Act](#) do not apply to proceedings under subsection (8).

(10) If a corporation has filed a caveat under this section, the corporation shall withdraw the caveat on the payment to it of the amount of the charge.

(11) Notwithstanding subsection (8), if

(a) a corporation has filed a caveat under this section,

(b) subsequent to the caveat's being filed another person gains title to the unit pursuant to

(i) a foreclosure action,

(ii) an action for specific performance, or

(iii) a tax recovery proceeding under the *Municipal Government Act*,

and

(c) an amount remains owing to the corporation with respect to the contribution and interest for which the caveat was filed,

the caveat remains registered against the certificate of title of the unit until the amount owing is paid to the corporation.

Court of King's Bench of Alberta

Citation: Condominium Plan v Owners and Mortgagees, 2025 ABKB 43

Date:
Docket: 2403 06046
Registry: Edmonton

Between:

The Owners: Condominium Plan No 002 1156 o/a Castledowns Pointe

Applicant

- and -

**Owners and Mortgagees of Condominium Units at Castledowns Pointe as Attached in
Schedule "A"**

Respondents

**Reasons for Decision
of the
Honourable Justice G.S. Dunlop**

1. Overview

[1] Inspections following a fire revealed structural deficiencies in a condominium building. Those deficiencies were reported to the City of Edmonton which ordered that the building be evacuated. The condominium corporation obtained advice regarding the cost to repair both the fire damage and the pre-existing deficiencies. The corporation decided that the most economical course was to sell the entire building as is and obtained an order of this Court permitting the condominium corporation to list the entire building for sale. Five months after the order permitting the listing I granted an order authorizing a sale of the entire condominium building and land to a specific

purchaser. Unfortunately, the sale did not close on the original agreed closing date and the condominium corporation agreed with the purchaser to extend the closing date twice, with the current agreed closing date being January 31, 2025. On January 17, 2025, the condominium corporation applied for an order permitting it to relist the building if the sale to the initial purchaser does not close and to use the reserve fund and fire insurance proceeds to pay the condominium corporation's outstanding debts and the future carrying costs of the empty, damaged building and surrounding property. The corporation also applied for an order that some of the insurance proceeds be held back for potential claims against its directors, future carrying costs and future litigation costs. Most of the relief sought by the condominium corporation was not opposed, but several lenders holding mortgages on individual condominium units objected to the proposed use of the insurance proceeds. I granted the order sought by the condominium corporation on January 17, 2025, with these reasons to follow.

[2] The outcome of this application turns on the interpretation of s 61(3) of the *Condominium Property Act* dealing with the Court's powers when terminating a property's condominium status. The mortgage lenders submit that those powers are limited by other provisions in the *Condominium Property Act* and the bylaws of this particular condominium. I disagree because there are no limiting words in s 61(3) and no words elsewhere in the *Act* which expressly limit the Court's powers set out in s 61(3). Furthermore, pursuant to s 34.1 of the *Act*, where the bylaws are inconsistent with the *Act*, the *Act* prevails. The plain meaning of the words "any conditions and ... any directions, including directions for the payment of money" includes directions regarding the payment of insurance proceeds and the reserve fund.

[3] In this case use of the insurance proceeds to pay the condominium corporation's ongoing expenses is necessary because there is no other fund large enough to pay those expenses and the corporation's suppliers cannot be expected to continue providing goods and services on credit indefinitely. Furthermore, the condominium corporation's expenses incurred to date and ongoing are the shared responsibility of the unit owners, and the mortgage lenders' security is the unit owners' equity in their units, which is subject to the owners' liability for condominium contributions and special levies. Lastly, payment of the ongoing expenses benefits all stakeholders, including the mortgage lenders, by preventing deterioration of the building and exposure to uninsured potential liabilities.

[4] Holdbacks for potential future directors and officer's claims, future carrying costs and potential litigation expenses are reasonable.

[5] In these reasons I use the following definitions:

- the Corporation – The Owners: Condominium Plan No. 002 1156 o/a Castledowns Pointe
- the Board – the board of the Corporation
- the Bylaws – the bylaws of the Corporation
- the building – the building known as Castledowns Pointe
- owner – an owner of one or more units in the building
- mortgagee or mortgage lender – a mortgagee of a unit in the building
- the *Act* – the *Condominium Property Act*, RSA 2000, c C-22
- First General – First General Services Edmonton

- GPS Security – GPS Security Group Inc
- the Court – the Court of King’s Bench of Alberta

2. Chronology

2.1 Fire and Investigation

[6] The building was built in 1999 or 2000. It has 83 units. It is 3.5 stories.

[7] In March 2023 a fire destroyed the roof and 4th floor of approximately half of the building with water from firefighting efforts destroying portions of all floors. 44 units were damaged and 39 were uninhabitable after the fire.

[8] Following the fire the Corporation retained consulting engineers to advise it regarding repairs. The engineers provided a series of reports between May and August 2023. The engineers advised that the building had structural deficiencies which pre-date the fire that had to be addressed before the fire repairs could be completed. Furthermore, the engineers advised that the building was not safe for occupation. That led to a decision by the Board on September 1, 2023, that all units should be evacuated, followed within days by an order to evacuate by the City of Edmonton. A strict process of evacuation was followed with the assistance of the engineers and all remaining occupants moved out by December 15, 2023.

[9] The Board retained a quantitative surveyor to estimate the rough order of magnitude to repair the structural deficiencies. The quantitative surveyor estimated that to be \$7,099,050 plus GST. The same quantitative surveyor estimated a rough order of magnitude of \$607,782 plus GST to demolish the building and \$349,652 plus GST to install a roof on the fire damaged portion of the building. The Board received those estimates between November 27, 2023, and January 5, 2024.

[10] In January 2024 the Board convened a special meeting of the owners for a vote on special resolution to terminate the condominium status of the Castledowns Pointe condominium. 66 % of owners or mortgagees, representing 64 % of unit factors, voted in favour, which is less than the 75% vote required to pass a special resolution, pursuant to ss 1(x) and 60 of the *Act*. Nevertheless, the Board considered there was sufficient support for it to pursue termination through an application to Court.

[11] The Board sought an updated reserve fund report which it received at the end of March 2024. The author of that report notes that the estimated cost to remediate the fire damage and structural deficiencies was between \$5.7 million and \$7.1 million. The report assumes that the remediation expense would be financed by an insurance claim or a special assessment.

2.2 Action to List and Entire Property and Terminate Condominium Status

[12] On March 26, 2024, the Corporation commenced this action by Originating Application. The relief sought includes:

15. An Order terminating the status of the condominium corporation.
16. An Order setting a process for the administration of the condominium corporation affairs during the winding up of the condominium corporation, including an Order for payment of debts and interim operational expenses.
17. An Order setting a process for the marketing and sale of the units and lands located on the condominium parcel, including approving any offer to purchase.

18. An Order directing the distribution of the condominium corporation net sales proceeds, net insurance proceeds, and net assets on the basis of unit factors or on such other basis that this Honourable Court directs.

[13] On April 18, 2024, the Corporation obtained an order regarding service of the originating application and adjourning the hearing of the application to May 3, 2024, in morning Justice chambers.

[14] On May 3, 2024, Bercov, J granted an order permitting the listing for sale of the entire Castledowns Pointe condominium either as a single parcel or all units collectively and adjourning the balance of the application to be heard on the commercial list. The May 3, 2024, order includes the following provision:

5. Prior to accepting any offer for purchase which may be received, or at the time of an Application to accept an offer or offers, the Court will determine a procedure for the mortgagees to provide evidence of the amount owing to them; the mechanism to obtain a deficiency judgement in the within action, if necessary; and determining the priority of interests in a Unit, and directing the distribution of proceeds of sale.

[15] The Board selected a realtor who marketed the property resulting in two offers received in July 2024.

[16] On August 2, 2024, the Corporation filed an application for an order permitting it to accept one of the offers received in July and for other relief regarding closing the sale and distributing the proceeds. That application was scheduled for October 9, 2024, on the commercial list.

[17] On October 8 and 9, 2024, immediately before the hearing of the application, the Corporation received four new offers to purchase the entire Castledowns Pointe property.

[18] On October 9, 2024, following a hearing in chambers on the commercial list I granted an order approving the acceptance of one of the offers with a closing date of November 28, 2024.

[19] Paragraphs 11 – 14, 23, and 27 of the October 9, 2024, order delay the termination of condominium status and dissolution of the Corporation until after closing and distribution of the sale proceeds.

[20] At the time of my October 9, 2024, order, the Corporation owed First General and GPS Security for scaffolding, site security and other related charges. The amounts anticipated to be owing at the end of October 2024 were \$85,654.47 and \$221,777.27, respectively, for a total of approximately \$307,000.

[21] Some aspects of my October 9, 2024, order, were opposed by some mortgage lenders, including paragraph 9, which reads:

9. The Proceeds may be used to pay the following on or after the Closing Date without further Order:

- a. Payment to Canada Revenue Agency, the amount [amount] of any Goods and Services Tax (“GST”) payable as a result of the sale transaction approved by this Order, if any;
- b. Real estate commissions to the Realtor in accordance with the Judicial Listing Agreement;
- c. Property taxes owing to the City of Edmonton in respect of any Unit as at the Closing Date, including any penalties;

- d. Reasonable legal fees to Conveyancing Counsel to convey the Lands, such legal fees not to exceed \$15,000 (plus GST and disbursements);
- e. Payments owing to First General Services Edmonton for services provided to Castledowns Pointe up to and including the Closing Date, plus any costs for demobilization;
- f. Payments owing to GPS Security Group Inc. for services provided to Castledowns Pointe up to and including the Closing Date;
- g. Legal fees to Willis Law in the amount of \$230,286.04 as per the Certificate of Review of Lawyer's Charges issued by Dennis Pawlowski, Review Officer and filed on May 29, 2024, in Court of King's Bench action number 2403 08928; and
- h. Payments owing to any other vendor or incurring of expense, which in the reasonable opinion of the Board is properly owed or incurred by the Corporation for the benefit of the Corporation or for the purpose of preserving the Lands, the total of such payments not to exceed \$100,000 without further Order of this Court.

[22] Paragraphs 15 to 22 of the October 9, 2024, Order set out a process for determining amounts owed to the Corporation and to any mortgagee with respect to each unit, including a determination by the Court, if necessary.

[23] The October 9, 2024, order includes in paragraph 23(a) an authorization for the Board to resolve insurance claims and to direct the Corporation's insurance trustee. Paragraph 23 (b) reads:

All remaining and future insurance funds advanced by the insurers of the Corporation be held in trust for the benefit of the Corporation, its Owners and mortgagees to be administered by High Clouds Inc., as Insurance Trustee of the Corporation.

[24] Paragraph 24 reads:

Notwithstanding the termination and transfer of title of the Lands contemplated in this Order, it is declared that any mortgagee holding a registered interest registered against title to the Unit immediately prior to the Closing Date shall have and retain their interest as a secured creditor against the respective Owner's share of the Net Sale Proceeds and assets of the Corporation including future assets, which include but are not limited to insurance proceeds and any proceeds from any action, claims, or demands of the Corporation, which shall stand in the place and stead of the Lands and Unit as security for the obligations owed by such Owner to such mortgagee and in the same priority as existed immediately prior to the Closing Date.

[25] The sale did not close on November 28, 2024. The purchaser sought, and the Corporation agreed to, two extensions. The current closing date is January 31, 2025.

[26] The amounts owing to First General and GPS Security have grown. The Corporation anticipates those debts will be \$130,197.23 and \$346,089.04 respectively as of January 31, 2025, for a total of approximately \$476,000.

[27] The Corporation owes Willis Law \$427,918.42 for legal work up to October 31, 2024. All of those accounts have been assessed and approved by the review officer pursuant to the rules.

[28] On January 7, 2025, the Corporation filed an application for an order permitting it to relist the property and accept an alternate offer, if necessary, and to permit release of insurance proceeds and reserve funds for the benefit of the Corporation and to pay the Corporation's debts and liabilities. I heard and granted that application on January 17, 2025, with these reasons to follow.

2.3 Insurance and Related Claims

[29] The Corporation made a claim to its property insurer for fire damages which generated advances initially paid to the Corporation. In October and December 2024 \$2.9 million of those funds were transferred to an insurance trustee.

[30] The Corporation's property insurance cover was subject to the following limits for particular losses:

- security costs \$10,000
- professional fees \$10,000
- extra expense \$50,000
- catch all aggregate \$50,000

[31] The Corporation incurred actual expenses for those things exceeding each of those limits.

[32] The Corporation also pursued a claim for the cost to repair the structural deficiencies, which was initially rejected by its insurer, but which may be pursued further by the Corporation.

[33] The Board and its advisors investigated seeking contribution from the original developers of the Castledowns Pointe project and found that the two corporations involved were struck or dissolved and existing related corporations were not prepared to contribute voluntarily.

2.4 Insurance Coverage Post Fire

[34] In late September 2023 the Corporation's insurers advised that they would not renew the property and liability policy, which was due to expire on October 1, 2023, although they did provide a short-term extension. The Corporation's broker assisted in obtaining replacement insurance at increased cost, expiring December 1, 2024.

[35] In December 2024 and January 2025, the Corporation spent \$18,065 and \$18,325 to extend property, liability and related insurance during each extension of the sale agreement. If the sale does not close on or before January 31, 2025, further extensions will be required.

[36] The Corporation's insurance broker has been unable to obtain continuing directors and officers' insurance for the Corporation. The previous policy expired on December 1, 2023, and the extended reporting period expired December 1, 2024.

[37] Section 47(7) of the *Act* requires the Corporation to maintain directors and officers' insurance. Section 58 of the Bylaws requires the Corporation to indemnify officers and employees in certain circumstances.

3. Financial Position

[38] The Corporation's current and anticipated payables due as of the end of January 2025 total approximately \$955,313.91 of which approximately \$875,000 is owed to First General, GPS Security and Willis Law.

[39] Ongoing carrying costs for the preservation of the building and the surrounding land are \$81,025 per month, including \$25,000 for security (GPS Security), \$20,000 for scaffolding rental (First General) and \$19,000 for insurance.

[40] The Board together with its advisors estimate future expenses to wind up its affairs to be \$610,000.

[41] The Corporation's operating account balance as of January 2, 2025, is \$48,008.57.

[42] As of December 31, 2024, more than half of the 83 units are in arrears of their condominium contributions for more than 30 days.

[43] The balance in the Corporation's reserve fund has dropped over time as follows:

- December 31, 2023, \$533,692.28
- June 30, 2024, \$213,475.50
- January 2, 2025, \$62,072.88

[44] Presently \$34,212.65 of the reserve fund is held in a non-redeemable GIC with a term ending December 5, 2028.

[45] As of December 31, 2024, the insurance trustee holds \$2,912,875.17 consisting of insurance proceeds and interest.

4. Adjournment

[46] Several respondents submitted that the application was premature and that I should adjourn it until after January 31, 2025 to see whether the original sale closes. In their submission, the facts would be clearer then. I agree that the facts would be clearer, but the law would be the same. The outcome of this application turns on an interpretation of the *Act*. A change in the facts of this case would not change the meaning of the *Act*. Furthermore, the Corporation does not have sufficient funds in its operating account to pay the monthly expenses of preserving the property. There would be serious prejudice to the Corporation and to all interested parties if I granted an adjournment, which is why I did not do so.

5. Condominium Property Act

5.1 Insurance and Termination of Condominium Status

[47] Section 47 of the *Act* addresses insurance. Section 47(5) reads:

Any payment by an insurer under a policy of insurance for the destruction of or damage to a unit or the common property must, notwithstanding the terms of the policy,

- a. be paid to the insurance trustee designated in the bylaws or, if the bylaws do not designate an insurance trustee, to the corporation, and

- b. be used forthwith, subject to sections 59, 60 and 61, for the replacement or repair of the insured property that was destroyed or damaged.

(underlining added)

[48] Sections 61 and 62 of the *Act* read:

61(1) An application to terminate the condominium status of a building or parcel may be made to the Court by the corporation, an owner, a registered mortgagee of a unit or a vendor under an agreement for sale of a unit.

(2) On an application under this section, if the Court is satisfied that, having regard to the rights and interests of the owners as a whole, it is just and equitable that the condominium status of the building or parcel should be terminated, the Court may make a declaration to that effect.

(3) When a declaration has been made pursuant to subsection (2), the Court may by order impose any conditions and give any directions, including directions for the payment of money, that it thinks fit for the purpose of adjusting as between the corporation and the owners and as among the owners themselves the effect of the declaration.

(4) On an application to the Court under this section, an insurer who has effected insurance on the building or a part of it, being insurance against destruction of units or damage to the building, has the right to appear in person or by agent or counsel.

62(1) On the condominium status of the building or parcel being terminated under section 60 or 61, the corporation shall forthwith file with the Registrar a notice of the termination in the prescribed form.

(2) On receipt of the notice referred to in subsection (1), the Registrar shall make a notification in respect of the notice on the condominium plan in the manner prescribed by the regulations and on the notification being made, the owners of the units in the plan are entitled to the parcel as tenants in common in shares proportional to the unit factors of their respective units.

(3) On the filing of a notice of the termination with the Registrar,

- a) the corporation ceases to exist, and
- b) subject to any declaration of the Court made under section 61, any funds of the corporation that are left after the payment of the corporation's debts and liabilities shall be distributed to the owners of the units in the plan in shares proportional to the unit factors of the owners' respective units.

[49] Those sections were addressed by O'Ferrall, JA in his concurring reasons in ***Kay Kay Corporation v Condominium Corporation No. 072 4807*** 2017 ABCA 335 at para 34 and 36:

Section 62(3)(b) of the *Condominium Property Act* provides that when the condominium status of the land and buildings of a condominium is terminated, there is a presumption that any funds of the corporation left after payment of the corporation's debts or liabilities are to be distributed to the owners of the units in shares proportionate to the unit factors of the owner's respective units.

...

In ordering the termination of a condominium, the court does have a discretion under 61(3) of the Condominium Property Act to give directions for the payment of money that it sees fit for the purpose of adjusting as among the unit owners; but unless there has been agreement to the contrary among the unit owners, the benefits and burdens of condominium ownership are shared on the basis of unit factors.

[50] The mortgage lenders submit that the limiting words in s 61(3) “for the purpose of adjusting as between the corporation and the owners and as among the owners themselves the effect of the declaration” prevents me from ordering payment of the insurance proceeds to cover the Corporation’s debts. I disagree for several reasons.

[51] First, s 47(5) requires insurance proceeds to be used for repairs, but “subject to sections 59, 60 and 61” and s 61(4) gives an insurer the right to appear on a termination application. Those provisions support the interpretation that “money” in s 61(3) includes insurance proceeds referred to in s 47(5).

[52] Second, “adjusting as between the corporation and the owners” is broad enough to include ensuring that the Corporation’s debts are paid before any funds are released to the owners pursuant to s 62(3).

[53] Third, while the *Act* makes numerous references to mortgagees, it is silent regarding payments to mortgagees in any circumstances, including from insurance proceeds or when condominium status is terminated. References to payments, such as in s 62(3) are to payments to owners only. An owner’s entitlement to payment of insurance proceeds and funds of the corporation are part of the bundle of rights of condominium ownership which an owner may mortgage. A mortgagee has no greater rights than the mortgagor, so the mortgagee is necessarily affected by any adjustments affecting an owner. It is unnecessary to specifically refer to mortgagees in ss 61(3) and 62(3) of the *Act*; mortgagees are affected as a consequence of the owners being affected.

[54] Fourth, ss 59 through 62 of the *Act* used broad language covering a wide range of potential circumstances in which the viability of a condominium may be compromised. The intent of the legislation is to give the Court broad discretion to fashion a remedy appropriate to the specific circumstances in the case before the Court.

[55] No party on this application argued that s 61(3) does not authorize an order regarding payment from a condominium corporation’s reserve fund. For the same reasons as set out above, I find that it does.

[56] I interpret s 61(3) of the *Act* to give the Court the power to order payment of a condominium corporation’s debts and ongoing expenses from insurance proceeds and the reserve fund and to direct holdbacks from those funds.

5.2 Priority of Contributions and Special Levies

[57] Sections 39(1) and 39.1(2) of the *Act* read:

39(1) A board may by resolution

- (a) determine from time to time the amounts to be raised for the purposes of the operating account and the reserve fund and may raise those amounts by levying contributions on the owners at regular intervals

(i) in proportion to the unit factors of the owners' respective units, or

(ii) subject to the regulations, and if provided for in the bylaws, on a basis other than in proportion to the unit factors of the owners' respective units;

(b) determine from time to time amounts to be raised by special levy and raise those amounts in accordance with s 39.1.

...

39.1 (2) A special levy may be levied to raise money

(a) for the payment of unexpected and urgent maintenance, repair or replacement of the real and personal property of the corporation, common property or managed property,

(b) to cover unexpected shortfalls in the operating account,

(c) to increase the balance of the reserve fund to meet the requirements in a reserve fund plan required under the regulations,

(d) subject to ss (3), for the payment of a capital improvement,

(e) to satisfy a judgment against the corporation, or

(f) for any other purpose provided for in the regulations.

(underlining added)

[58] Pursuant to those sections, the costs incurred by the Corporation to date and in the future could be levied against the owners in proportion to the unit factors for each unit, and, pursuant to s 39.2, the Corporation could file a caveat against any unit whose owner or mortgagee did not pay the levy. The fact that the Corporation's operating account is insufficient to cover its current liabilities and anticipated future expenses gives the Board the authority to impose a special levy to make up the shortfall. The Corporation has not yet done that, but it could at any time.

[59] Pursuant to s 39.2 of the Act the filing of a caveat with respect to unpaid levies gives the condominium corporation a charge against the unit, which survives any subsequent transfer of title in a foreclosure. These provisions were addressed by Graesser, J in *Tutt v The Owners Condominium Plan No. 7822572* 2020 ABQB 213 at para 39 – 42:

The power of an unpaid condominium corporation to file a caveat against the unit would not appear to depend on ownership of the unit. If someone purchases a condominium unit against which there are arrears, the condominium corporation is not barred by a title change from filing a caveat to enforce its claim against the unit itself. This right is a type of exception to indefeasibility and is the underlying reason purchasers and mortgagees require estoppel certificates from condominium corporations to ensure there are no arrears. It is also a reason for prudent purchasers and mortgage lenders to review the condominium corporation's records to look for contributions that have been levied by the board and unpaid, or even approved by but not yet payable.

A mortgagee or purchaser may find a caveat filed for any past contributions regardless of the transfer of title or advance of mortgage funds. While the contribution does not expressly take priority over the mortgage itself, or any other

prior registered encumbrance, it has that practical effect as the caveat cannot be removed unless the amount owed is paid.

Hence the power under s 39.2(3) for a mortgagee to pay any contributions itself and add them to the amount owed under the mortgage.

Some cases consider this so-called "super-priority" of a condominium corporation's charges secured by a caveat against a unit.

[60] The fact that the Corporation could, at any time, impose a special levy to cover the operating fund shortfall, and file caveats for any unpaid levies, thereby obtaining a super-priority over other secured creditors, is a factor in considering whether I should grant the order sought by the Corporation. In other words, what point would there be in forcing the Corporation to go through that effort and expense when the same result can be obtained more efficiently by an order under s 61(3)?

[61] The mortgage lenders submit that the order sought by the Corporation would "make the entitlements of secured parties subservient to unsecured debts". I disagree. The order reflects the intention of the Act which is that the Corporation's expenses be paid in priority to owners and mortgagees.

5.3 Variation of Orders

[62] Section 68 of the Act permits the Court to vary any order made by it under the Act.

6. Bylaw Provisions

[63] The mortgage lenders submit that the Bylaws require that insurance proceeds be paid to the owners and the mortgagees and not applied to the Corporations' debts. I disagree for two reasons. First, the Bylaws cannot limit the Court's powers under the Act and second, the Bylaws do not address the circumstances of this case.

[64] The Act is legislation. The Bylaws are not. To the extent the Bylaws are inconsistent with the Act, the Act prevails: s 34.1 of the Act and s 2(c) of the Bylaws. The Act gives the Court broad discretion; the Bylaws cannot take it away.

[65] The mortgage lenders rely on s 43(c) of the Bylaws which reads:

Where there has been substantial damage and the owners resolve by Special Resolution within one hundred (100) days after the damage or destruction not to repair, the Board shall on behalf of the Owners make application to terminate the condominium status of the Parcel in accordance with the provisions of the Act, and each of the owners shall be deemed to consent to such application. Upon termination of the condominium status:

(i) any liens or charges affecting any of the Units shall be deemed to be transferred in accordance with their existing priorities to the Interests of the respective Owners of the Parcel; and

(ii) the proceeds of insurance shall be paid to the Owners and mortgagees as their respective interests may appear in proportion to their respective interests in the Parcel;

(underlining added)

[66] The owners have not resolved to repair by special resolution. A vote on termination was held but the required 75% majority of owners and unit factors was not obtained. Furthermore, the vote was conducted in January 2024, far longer than 100 days after the fire in March 2023. Consequently s 43(c) of the Bylaws is not engaged.

[67] The Bylaws do not address the situation that actually occurred: a fire in March 2023, an initial investigation of how to repair the fire damage, during which structural deficiencies dating back to the original construction were discovered, leading to an evacuation order in September 2023, and a special resolution to terminate in January 2024 that did not pass. Even if the Bylaws could tie the Court's hands, they would not in the circumstances of this case.

7. Decision

[68] Pursuant to s 61(3) of the *Act* I have the authority on this application to make an order regarding use of insurance proceeds and the reserve fund. I also have the authority to vary previous orders, pursuant to s 68. I find that the order sought by the Corporation is warranted for these reasons.

[69] First, the Corporation is nearly out of money in its operating account. If the sale does not close on January 31, 2025, it has no way to pay the ongoing costs of site security, scaffolding rental and other costs to preserve the property, unless it can do so from the insurance proceeds. The reserve fund can provide some funds, but not enough to pay carrying costs for even one month. Suppliers cannot be expected to extend credit indefinitely.

[70] Second, all stakeholders benefit from the payment of the ongoing carrying costs, because they protect the property from deterioration and they satisfy the insurer's requirements for continuing coverage, without which the Corporation would be exposed to uninsured risks. If the scaffolding supplier decamps or the site security supplier abandons the site, the land and the building will be exposed to waste, potentially reducing the owners' equity and the mortgagees' security.

[71] Third, the Board had the authority to engage professionals, particularly a lawyer, to assist it with the complicated situation following the fire and the discovery of the structural defects. None of the respondents has adduced any evidence or made any argument that any of the costs incurred by the Board were unreasonable either in type or amount. The unpaid invoices are debts of the Corporation.

[72] Fourth, costs incurred by the Corporation are ultimately the responsibility of the owners, in proportion to unit factors, through contributions and special levies. If a unit owner fails to pay either of those, the Corporation can caveat the unit, thereby obtaining a priority over any mortgagee. Presently more than half of the owners are in default of payment of their contributions. While the Corporation could file caveats against those owners' units, it is more efficient to simply permit the payment of outstanding debts from the insurance funds, to which the owners, and through them the mortgagees, would ultimately be entitled in proportion to unit factors.

[73] Fifth the effect of permitting the payment of the Corporation's expenses incurred to date and continuing into the future from the insurance proceeds and the reserve fund is to adjust as between the Corporation and the owners, as contemplated by s 61(3).

[74] Sixth, the Corporation is in breach of s 47(7) of the *Act* by not having directors' and officers' insurance in place, although this does not appear to be the fault of the Board or the Corporation. In addition, the Corporation is obligated to indemnify its officers for certain losses

pursuant to s 58 of the Bylaws. It is prudent for the Corporation to hold back funds for payment of potential claims against directors or officers, until further order of the Court.

[75] Lastly, the Board and the Corporation have the authority and the responsibility to continue maintaining, listing and selling the property and consider pursuing litigation against any purchasers for failure to close. Those activities require funding. It is prudent to hold something back for that.

[76] For those reasons, I granted the order sought by the Corporation on January 17, 2025, which includes a provision that no costs are awarded for that application.

Heard on the 17th day of January, 2025.

Dated at the City of Edmonton, Alberta this 24th day of January, 2025.

G.S. Dunlop
J.C.K.B.A.

Appearances:

Hugh Willis

for the Applicant, The Owners: Condominium Plan No 002 1156 o/a Castledowns Pointe

Coralie J. Mohr

for the Respondent, Toronto Dominion Bank and Bank of Montreal

Stephanie C. Chau

for the Respondent, Royal Bank of Canada

Andrea L. Willey

for the Respondent, Bank of Nova Scotia, Scotia Mortgage Corporation

Michelle Andresen

for some Respondent Unit Owners

SCHEDULE “A” – LIST OF RESPONDENTS

Unit Owners

June Maxine Duggan	Nadine Eljabi
Nehmat Annette Eljabi	Angele J Plourde
Gordon Husieff	Darell William Chetyrbuk
Sonia Fruhbrot	Waldy Espinoza
Tricia L. Lowrey	Peter Zoranic
Jena Un	Salwa Mohamud
Shirwa Ali	Patricia Brockie
Shane Brockie	Neil J. Godlien
Elaine N. Godlien	Rebecca Rose Ferris
Lisa-Marie Brown	Melinda McComb
1623688 Alberta Ltd.	Jeffrey Co
Moises Fernandez	Evone Foong Liew
Salim Choufi	Wafaa Elzughbi
Brian Murray	Sheena Murray
Seham Mouallem	Ali Mouallem
Linda Cabral	
Lorne Claypool	Christine Claypool
Elizabeth Abou Ltaif	Ziad Abou-Lteif
Chantal Piche	Rabha Ammar
Susan Strebchuk	Cuong Duc Ly
Ching Ngan Long	Jeffrey Chupik
Susanne Averay-Jones	Patricia Lynn Farris
Jaylene Farris	Kelly-Anne M Aurat
Erin Melissa Thompson	Christina Williams
Denise Holm	Maria Millionor Leoparte
Jose Rivera	Mohammed Hussein Sandouga
Suzan Mah'd Masoud	
Mark McComb	Amin Hamid Zahalan
Nga Thi Thuy Bui	Perica Meseldzija
Dragica Meseldzija	<u>Juanita Ta</u>
Leigh O'Quinn	Jessica Lynne Cline
Gladys A. Mina	Suzanna Dobson

Kristen Smith
 Kristen Evans
 Dimce Janeski
 M Dolores Berlin
 Yojaina Chehade
 Michelle Phillips
 Dragica Resnjak-Savka
 Christopher Terrio
 Antonio Gallace
 Muslim Al Farttoosi
 Morris Glana
 Melvin Alexander Lavallee

Elizabeth Aboultaif
 Hoda A Mohamoud
 Ibrahim Darwish

Deogratias Rukandira
 Jasmin Gacho
 Susanne Pasay
 Tao Qing Huang
 Kelsey Elizabeth Doucette
 Leif E Puffer
 Barbara Kuz

Ken Smith
 Jeanette L. Dominico
 Nikolina Janeska
 Kevin S Chehade
 Maila Chehade
 Zeljko Savka
 Sidney Cranston
 Lai Alex Huynh
 Rosa Gallace
 Rosemary Sibanda
 Marian L Glana
 Francis Petras

Deborah Turner
 Galad S Yousuf
 Shady Darwish
 Asha Hussein
 Rally Gacho
 Deb Orr
 Douglas Nikolic
 Alan William Standerwick
 Eric S Mah
 Lindsay Schreiner

Mortgagees, Encumbrancers, and Interested Parties

CIBC Mortgages Inc.	MCAP Service Corporation
The Toronto Dominion Bank	The Bank of Nova Scotia
Canadian Imperial Bank of Commerce	Servus Credit Union Ltd.
Computershare Trust Company of Canada	Royal Bank of Canada
ATB Financial	Farm Credit Canada
Scotia Mortgage Corporation	Bank of Montreal
ICICI Bank Canada	AST Trust Company (Canada)

Canada Mortgage and Housing
Corporation

The Owners: Condominium Plan No.
0021156

Faber Inc. – Trustee in Bankruptcy for D.
Rukandira

His Majesty the King in Right of Alberta as
Represented by the Minister of Seniors
and Housing

His Majesty the King in Right of Canada

The City of Edmonton

ATCO Gas and Pipelines Ltd.

CMLS Financial Ltd.

Frederick & Company Ltd, Licensed Insolvency
Trustee for M. Phillips

Court of Queen's Bench of Alberta

Citation: Tutt v The Owners: Condominium Plan No. 7822572, 2020 ABQB 213

Date: 20200330
Docket: 1803 01656
Registry: Edmonton

Between:

John Ernest Tutt and Terry Linda Tutt

Appellants

- and -

The Owners: Condominium Plan No. 7822572

Respondent

**Reasons for Decision
of the
Honourable Mr. Justice Robert A. Graesser**

Introduction

[1] This is an appeal from the decision of Master Schlosser dated August 19, 2019. The Master's decision was in response to a reference to him by the Assessment Officer. The Assessment Officer had previously been tasked with assessing costs in favour of The Owners Condominium Plan No 7822572 (the "Owners") against John Ernest Tutt ("Mr. Tutt") and Terry Linda Tutt (collectively, the "Tutts"). Solicitor and own client costs had been ordered in favour of the Owners in foreclosure proceedings taken by the Owners against the Tutts.

[2] The Assessment Officer asked the Master:

1. Was it reasonable for the Owners to begin pursuing legal remedies against the Tutts on December 5, 2017, having regard to the evidence that has been or will be provided by the parties and any facts that may be agreed to by them?
2. Was it reasonable for the Owners to commence its foreclosure action against the Tutts on January 23, 2018, having regard to the evidence that has been or will be provided by the parties?

[3] The Master answered “yes” to both of those questions. The Tutts appeal.

Background

[4] The Tutts are owners of a condominium unit (the “Unit”) in a condominium development in Edmonton known as Castle Ridge. There are seventy-three units in the complex. The Owners are the condominium corporation established by the bylaws and pursuant to the *Condominium Property Act*, RSA 2000, c C-22 and its predecessors to manage the complex and enforce the rights and obligations of the unit owners.

[5] A board of directors, elected from amongst the unit owners, manage the condominium corporation themselves. They are unpaid volunteers. Condominium fees have traditionally been quite low, in the \$150 per month range.

[6] The relationship between Mr. Tutt and the condominium corporation has been strained for many years. He has consistently refused to make his condominium fee payments by cheque or automatic bank deduction as required by the condominium bylaws and instead insists on paying in cash. The condominium fees are almost never paid on time, or monthly as required by the bylaws. Instead, Mr. Tutt will make a bulk payment after a number of months of non-payment and his account falling well into arrears.

[7] The Tutts do not live in the Unit and apparently rent it out. Mr. Tutt is vocally critical of the manner in which the complex has been run by the volunteer directors.

[8] In 2014, there were a number of complaints to the board of directors about the state of the Unit, as well as disagreements between him and some of his neighbours.

[9] Those disagreements led to the board of directors imposing a fine of \$1,000 against the Tutts. The fine shows on the books of the Owners, but no steps appear to have been taken to enforce it before this action was commenced. There is no evidence of any demands for payment of the fine. This action makes no mention of the fine and it does not appear to have featured in the litigation.

[10] The difficult relationship between Mr. Tutt and the board of directors also led to litigation in the past. In 2015, the Owners filed a caveat against the Unit because condominium fees were in arrears. Mr. Tutt commenced a small claims action against the treasurer of the board of directors. The small claims action was eventually settled with Mr. Tutt paying the arrears and the Owners agreeing to allow him to directly deposit his condominium fees into the Owners’ bank account.

[11] There were also proceedings commenced against Mr. Tutt by the treasurer, and a restraining order was obtained against him by the treasurer.

[12] After the 2015 settlement, the Tutts soon fell into arrears of paying their condominium fees. By October 2017, they were seven months in arrears. A demand letter was sent to the Tutts claiming \$1,620.68 on October 8, 2017. That amount appears to include interest calculated at 18%. The demand letter said that if arrears were more than 6 months, a caveat would be filed against the Unit.

[13] The Tutts paid \$900 on October 16, 2017, but that left arrears.

[14] The Owners filed a caveat dated October 8, 2017, sworn on October 16, 2017 and registered at the Land Titles Office on October 31, 2017.

[15] The Tutts did not make the November 1 condominium fee payment and made no payments in November.

[16] Mr. Tutt served a Notice to Take Proceedings on the caveat on November 23, 2017, under section 138 of the *Land Titles Act*, RSA 2000, c L-4.

[17] On December 1, 2017 Mr. Tutt deposited a payment of \$900, which paid off all claimed arrears to date and actually left the account with a credit balance until the end of January 2018.

[18] In her affidavit of December 11, 2019, the secretary treasurer says that Mr. Tutt attended the annual general meeting on December 4, 2017 and was disruptive and argumentative. He claimed to have paid off all of the arrears and waved what he claimed to be receipts. The secretary treasurer says that because of the past history, she did not believe him.

[19] The board of directors consulted a lawyer on December 5, 2017 and shortly before the expiry of the notice period, the Owners filed and served a statement of claim. The statement of claim was filed on January 23, 2018. The Tutts filed a statement of defence and counterclaim. The counterclaim sought \$50,000 from the Owners for harassment and defamation. The fight was on.

[20] After the counterclaim was filed, no further condominium fees were paid by the Tutts. An order for foreclosure was granted in April 2019. At that time, the arrears were set, solicitor and own client costs were ordered, and the actual amount of the solicitor and own client costs was directed to be determined by the Assessment Officer.

[21] During the litigation, the Owners' records and accounting were in issue, and it appears to have taken the Owners' lawyers to prepare a detailed (and accurate) statement of account. The rate of interest charged on arrears became an issue, as did the timing of payments made by Mr. Tutt. The actual knowledge of the board of directors as to the state of the Tutt's account for condominium fees became important to verify whether Mr. Tutt's claim to the annual general meeting on December 4, 2017 was in fact true.

[22] Also relevant is the extent to which claims by a condominium corporation can be caveated against an owner's unit, and what claims and financial obligations are personal obligations and not obligations *in rem*, which can be enforced against the lands by foreclosure, as opposed to through the provisions of the *Civil Enforcement Act*, RSA 2000, c C-15.

[23] By the time the Tutts redeemed their Unit, the Owners had spent \$29,603.72 which they sought from the Assessment Officer. The dispute over the Tutts' liability for costs and the quantum of those costs has added another \$24,000 to the claim of the Owners.

[24] The Tutts have been represented throughout by counsel, and it can be presumed that they have incurred significant costs in defending the Unit and themselves from the Owners' claims.

[25] The costs incurred by the Owners and claimed by them are wildly disproportionate to the amount in issue, as there have been no real steps on the counterclaim.

[26] A careful review of the records of all parties shows several important things:

1. When the Owners filed a caveat on the Unit in late October 2017, there had been a lengthy and continuous history of non-compliance by the Tutts in paying their condominium fees on time, and in the manner required by the bylaws;
2. When the caveat was filed, the Tutts were in arrears of payment for a number of months;
3. The Owners had previously accommodated the Tutts by allowing them to make direct deposits into the Owners' bank account, despite the requirement in the bylaws that condominium fees be paid either by cheque, money order, or through direct debit arrangements;
4. Despite the accommodation, the Tutts continued to fail to pay in a timely manner or regularly, and were generally in arrears of payment;
5. When Mr. Tutt served the notice to take proceedings on the caveat, the Tutts were still significantly in arrears, to the tune of approximately \$1,600;
6. On October 16, 2017 Mr. Tutt made direct deposit into the Owners' bank account of \$900. A further deposit of \$900 was made by Mr. Tutt on December 1.
7. The December 1, 2017 payment put the Tutts into a credit balance according to a ledger prepared by the Owners in response to undertakings given at a cross-examination of the Owners' officer on January 10, 2020. The credit balance is either \$298.22 or \$353.74, depending on whether interest is charged at 18% or 12%.
8. The credit was eroded by \$150 on January 1, 2018, and after the February 1, 2018 condominium fee of \$150 was charged, there was either a credit of \$53.74 or a deficit of \$1.80, depending on the interest rate;
9. These balances do not include the fine that had been levied against the Tutts some years earlier, nor any legal fees the Owners may have been entitled to charge to the Tutts under the provisions of the Owners' bylaws;
10. The fine was not part of the caveated amount, nor was it claimed in the statement of claim. There was no demand for legal fees at any time before the caveat was filed. They were raised for the first time in the statement of claim, and then only as part of the claim for costs.
11. The board of directors did not learn of the December 1, 2017 payment by Mr. Tutt until after the statement of claim had been issued on January 23,

2018, because that is when they received their bank statement showing the December 2017 transactions; and

12. Following the issuing of the statement of claim, the Tutts made no payments until they were ordered to do so in the foreclosure proceedings that ensued.

Issues

[27] Framing the issues is straightforward: was the Master correct in his answers to the questions posed by the Assessment Officer?

Standard of Review

[28] There is no issue on the standard of review. Since *Bahcheli v Yorkton Securities Inc*, 2012 ABCA 166, there is no doubt that the standard of review on appeals from a master is correctness. No deference is given to the Master's decision.

Case law

[29] The parties have submitted a number of cases they believe to be relevant on this appeal. For the Appellants, the Tutts:

Condominium Corp No 042 5636 v Chevillard, 2012 ABQB 131;
Owners: Condominium Plan No 7721985 v Breakwell, 2019 ABQB 674;
Crystal Wealth Management System Ltd v JC Food Services Ltd, 2019 ABQB 59;
Discount Auto Sales v Cash Store Inc, 2005 ABQB 212;
Taylor v Alberta, [2005] AJ No 968 (ABQB);
Primrose Drilling Ventures Ltd v Carter, 2008 ABQB 605;
Gudzinski Estate v Allianz Global Risks US Insurance Co Limited, 2012 ABCA 5;
Bahcheli v Yorkton Securities Inc, 2012 ABCA 166 ;
Condominium Plan No 8222909 v Francis, 2003 ABCA 234;
Bank of Montreal v Bala, 2015 ABQB 166 ;
Bank of Montreal v Bala, 2017 ABQB 38 ;
Boardwalk REIT Property Holdings Ltd v Condominium Corp No 0822896, 2017 ABQB 315 ;
Condominium Corporation No 0425177 v Jessamine, 2011 ABQB 644 ;
Condominium Plan No 8722887 v Callaghan, 2011 ABQB 638 ;
Bank of Montreal v Rakaruna, 2014 ABQB 415 ;
Sager v Condominium Plan No 9523979, 2015 ABQB 549 ;
Condominium Plan No 7621302 v Stebbing, 2014 ABQB 487 ;

Condominium Plan No 7621302 v Stebbing, 2015 ABQB 219 ;
934859 Alberta Inc v Condominium Corporation No 0312180, 2007 ABQB 640 ;
Condominium Corp No 0729313 (cob Trails of Mill Creek) v Schultz, 2016 ABQB 338 ;
Canada (Minister of Citizenship and Immigration) v Vavilov, 2019 SCC 65;
Condominium Corp No 0312235 v Scott, 2015 ABQB 171 ; and
Almani v York Condominium Corporation No 473, 2020 ONSC 194.

And for the Respondent Owners:

369413 Alberta Ltd v Peter H Pocklington and 350151 Alberta Ltd, 1998 ABQB 603;
Bank of Montreal v Kundi, 2019 ABQB 216;
Alberta Treasury Branches v 1041057 Alberta Ltd (Katch 22), 2103 ABQB 748;
Orkin on the Law of Costs, (2nd Ed), online, (Toronto: Carswell, 2019), Chapter 1, paragraph 103;
Condominium Corporation No 311443 v Goertz, 2016 ABCA 362; and
Condominium Plan No 0526233 v Seehra, 2014 ABQB 588.

Analysis

[30] This is an unfortunate example of what happens when a dispute gets out of hand and the parties resort to the courts. Civil litigation is wickedly expensive but remains the default forum for dispute resolution where the parties are otherwise unable to agree on another process (or another process is not mandated by contract or legislation). The problem is compounded when the parties must litigate in the Court of Queen's Bench instead of Provincial Court Civil Division where, as here, proceedings relate to the *Land Titles Act* and the dispute involves remedies the Provincial Court is unable to give such as a declaration as to the validity of a caveat.

[31] The irony of this litigation is that when the statement of claim to enforce the Owners' rights under the caveat was filed, nothing was owed to the Owners that was covered by the caveat.

[32] Fundamentally, remedies to enforce an interest in real property such as a condominium unit must be charged against the condominium unit by contract or by legislation. This case involves a combination of both types of charges.

[33] The parties here largely argue over the extent to which the Owners have a statutory charge against an owner's unit. This has been a central area of dispute between them.

Priority of condominium fees secured

[34] Condominium corporations essentially have a taxation power over the unit holders. The power to raise money to pay for the ongoing costs of the corporation is set out in section 39 of the *Condominium Property Act*:

39(1) A board may by resolution

(a) determine from time to time the amounts to be raised for the purposes of the operating account and the reserve fund and may raise those amounts by levying contributions on the owners at regular intervals

- (i) in proportion to the unit factors of the owners' respective units, or
- (ii) subject to the regulations, and if provided for in the bylaws, on a basis other than in proportion to the unit factors of the owners' respective units;

(b) determine from time to time amounts to be raised by special levy and raise those amounts in accordance with section 39.1.

(2) A contribution shall not include any amount for the purpose of collecting from an individual owner

- (a) a monetary sanction under a bylaw made under section 35(1),
- (b) costs incurred by the corporation as a result of damages caused by an act or omission of an owner, tenant or occupant, or
- (c) any other amount set out in the regulations.

[35] Enforcement or collection of any required contributions may be taken by way of civil action, and the corporation is entitled to secure a unit owner's contribution obligations by way of filing a caveat against the unit under section 39.2:

39.2 (6) A corporation may file a caveat against the certificate of title to an owner's unit for the amount of a contribution levied on the owner and interest payable but unpaid by the owner.

(7) On the filing of the caveat under subsection (6), the corporation has a charge against the unit equal to the unpaid contributions and any interest owing.

(8) On and from the date of filing of the caveat, a charge under subsection (7) has the same priority as a mortgage under the Land Titles Act and may be enforced in the same manner as a mortgage.

...

(11) Notwithstanding subsection (8), if

- (a) a corporation has filed a caveat under this section,
- (b) subsequent to the caveat's being filed another person gains title to the unit pursuant to
 - (i) a foreclosure action,
 - (ii) an action for specific performance, or
 - (iii) a tax recovery proceeding under the Municipal Government Act,

and

(c) an amount remains owing to the corporation with respect to the contribution and interest for which the caveat was filed, the caveat remains registered against the certificate of title of the unit until the amount owing is paid to the corporation.

[36] Interest on required contributions is dealt with in section 39.2:

39.2(1) A contribution levied as provided in section 39(1)(a) is due and payable on the passing of a resolution by the board to that effect and in accordance with the terms of the resolution, and a contribution levied under section 39(1)(b) is due and payable in accordance with a resolution of the board passed under section 39(1).

(2) A contribution referred to in subsection (1), and any interest charged under section 40, may be recovered by an action for debt by the corporation

[37] The *Condominium Property Act Regulations* limit interest to a maximum of 18%, which is what the Owners charge on unpaid fees (as opposed to unpaid special assessments).

[38] Cost recovery for enforcement proceedings is dealt with in section 42:

42 Where a corporation takes any steps to collect any amount owing under section 39, the corporation may

(a) recover from the person against whom the steps were taken all reasonable costs, including legal expenses and interest, incurred by the corporation in collecting the amount owing, and

(b) if a caveat is registered against the title to the unit, recover from the owner all reasonable prescribed expenses incurred by the corporation with respect to the preparation, registration, enforcement and discharge of the caveat.

[39] The power of an unpaid condominium corporation to file a caveat against the unit would not appear to depend on ownership of the unit. If someone purchases a condominium unit against which there are arrears, the condominium corporation is not barred by a title change from filing a caveat to enforce its claim against the unit itself. This right is a type of exception to indefeasibility, and is the underlying reason purchasers and mortgagees require estoppel certificates from condominium corporations to ensure there are no arrears. It is also a reason for prudent purchasers and mortgage lenders to review the condominium corporation's records to look for contributions that have been levied by the board and unpaid, or even approved by but not yet payable.

[40] A mortgagee or purchaser may find a caveat filed for any past contributions regardless of the transfer of title or advance of mortgage funds. While the contribution does not expressly take priority over the mortgage itself, or any other prior registered encumbrance, it has that practical effect as the caveat cannot be removed unless the amount owed is paid.

[41] Hence the power under section 39.2(3) for a mortgagee to pay any contributions itself and add them to the amount owed under the mortgage.

[42] Some cases consider this so-called "super-priority" of a condominium corporation's charges secured by a caveat against a unit. In *Condominium Plan No 8722887 v Callaghan*, 2011 ABQB 638, Master Schlosser noted:

[7] In recognition of the super priority, a practice has developed whereby foreclosing mortgagees pay the outstanding contributions together with legal expenses. Section 42(a) permits the recovery of costs and expenses incurred by the corporation but it does not give legal expenses any special status, or priority. Payment of outstanding condominium fees is referred to in paragraph 4(b) of the template Order Confirming Sale and Vesting Title. It is silent about legal expenses.

[43] He concludes that legal expenses incurred by the corporation in enforcing the caveat against an individual owner are not “contributions” under section 39. He held at paragraph 9:

[9] In this case, the costs and related legal expenses are said to arise from the breach of a bylaw by an individual owner. They have been treated by the Plaintiff as an individual obligation rather than a common, or collective obligation. As such, this is a section 39(1)(d) scenario and falls within Bylaws 12.01 and 12.03. Section 39(1)(d) applies ‘in respect of the unit or common property that is leased to that owner’. The obligation is individual. The Defendant was the only one assessed. The duties are personal and the Act allows recovery of the claim as a debt. Accordingly, this claim will not sustain a Caveat.

[44] Master Schlosser drew the distinction “between obligations that are fundamentally common, or ‘collective’, and those that are individual.” He concluded that it is the “collective obligations” that have the “in rem quality” (paragraph 5).

[45] Feehan J (as he then was) took a somewhat different approach in **Bank of Montreal v Bala**, 2017 ABQB 38, where he held that section 42 creates no statutory charge or priority for the costs and expenses described in that section. At paragraph 75, he stated:

The Applicant’s full indemnity costs are not recoverable by it as a contribution, nor do they constitute a statutory charge against the Unit, nor attract a statutory priority under the CPA, but they are recoverable in personam against the Plaintiff.

[46] Feehan J’s decision looks carefully at the *Condominium Property Act* and the condominium corporation’s bylaws. The underlying claim against the owner there was in relation to an insurance deductible and repair costs for the specific unit. The Bank of Montreal foreclosed, and during the foreclosure proceedings, the condominium corporation filed a caveat against the corporation unit for the insurance deductible and repair costs.

[47] Feehan J concluded that the condominium corporation was entitled to statutory priority over the Bank of Montreal’s mortgage for the amounts in the caveat, but disallowed priority for the legal costs of enforcing the owner’s payment obligation. The decision turned on his interpretation of section 42 and what “contributions” can be the subject of the condominium corporation’s priority claims under section 39.

[48] **Bala** is at odds with the decision in **Condominium Plan 052 6233 v Seehra**, 2014 ABQB 588. There, Lee J dealt with a breach of bylaw claim against an owner. He awarded solicitor and client costs against the Owner, following the condominium corporation’s bylaws. The condominium corporation filed a caveat against the Owner’s unit. Lee J concluded that the caveat was valid and gave priority for those costs over the Royal Bank’s mortgage on a final foreclosure order. Lee J approved Master Prowse’s decision in **Condominium Plan No 8210034 v King**, 2012 ABQB 127. Master Prowse came to a different conclusion from Master Schlosser

in *Callaghan* and Master Smart in *Condominium Corporation No 0425177 v Jessamine*, 2011 ABQB 644 on the issue of legal costs.

[49] In *Bala*, Feehan J expressly disagreed with *Seehra* and *King* in a decision that allowed for disproportionate contributions to be assessed against unit owners in cases provided for in a condominium corporation's bylaws. He applied *Condominium Plan No 8222909 v Francis*, 2003 ABCA 234, which holds that a condominium corporation has only those powers given to it by the *Condominium Property Act*. He noted that the super-priority position created by section 39.2(12) (now subsection 11) protected valid "contributions" but not legal costs.

[50] I agree with Feehan J's analysis and conclusions. Legal costs, whether on a Schedule C basis, a full indemnity basis, or any other basis, do not become a charge against the unit under the provisions of section 39 of the *Condominium Property Act*. All that is recoverable against the unit under section 39 is the amount of any unpaid contributions together with interest at the rate set in the bylaws. Feehan J added the costs of filing the caveat, but excluded legal costs. He ruled that the filing costs fell under section 42. Legal costs may only be enforced against the owner and not directly against the unit by filing a caveat under section 39.

[51] I note Master Prowse's careful analysis of foreclosure practices and the expectations of mortgagees. Mortgagees are undoubtedly aware that their priority to the unit is behind claims of the condominium corporation for unpaid condominium fees and unpaid assessments (collectively "contributions"). A mortgagee can protect itself regarding fees and interest by paying any arrears itself and adding these costs to the mortgage, as contemplated in section 39.2(3). Mortgagees can also protect themselves against claims such as those in *Bala* by insisting that the mortgagor have appropriate insurance covering deductible amounts and negligence claims. But a mortgagee cannot protect itself against a mortgagor who runs up a \$50,000 legal bill for the condominium corporation over \$1,600 in unpaid condominium fees. Fines may be levied but in maximum amounts as set out in the *Condominium Regulations* (\$500 for the first "offence" and \$1,000 thereafter). Those are foreseeable amounts for a mortgagee.

[52] I doubt, however, that mortgagees would expect to lose priority to a \$50,000 assessment made against an individual unit owner for the condominium corporation's legal costs in pursuing \$1,600 in arrears on its mortgagor's unit. Legal fees pursuing claims for the benefit of the condominium corporation or defending claims against the condominium corporation are controllable as they are spread over all of the unit holders through their regular contributions. The board is accountable to the owners (at least politically) if the owners are unhappy with board decisions to pursue claims or defend claims.

[53] But following *Bala*, condominium corporations can no longer expect to recover costs awarded in its their favour against an owner using the super priority caveat. That does not mean that costs are not recoverable. They are fully recoverable against the owner to the extent that the owner has non-exempt assets to satisfy the claims. I recognize Master Prowse's concerns about an owner having exemptions if the condominium corporation is required to enforce its decision through the mechanisms in the *Civil Enforcement Act*, but I do not think there is a sound policy reason to prefer condominium corporation claims for things like fines and legal fees over the valid claims of other creditors.

[54] I would add to the analysis that once the amounts properly secured by a caveat have been paid off, the caveat ceases to have any validity because there is nothing to secure against the lands. It is clear from section 39.2(10) that a caveat filed to better secure unpaid contributions and interest must be discharged by the condominium corporation once those unpaid contributions and interest have been paid. It is just like a mortgage that has been fully paid off. While registration may continue because the parties have not taken formal steps to discharge it from title, the mortgage secures nothing because there is nothing owed.

[55] That does not end the matter. Subject to limitation periods and the provisions of the specific condominium corporation's bylaws, cost obligations may constitute a charge against the owner's interest in the unit and could be separately caveated. That type of charge would not take priority over previously registered encumbrances, and would not be caveatable after a title change.

[56] This recovery is dependent on the provisions of the condominium corporation's bylaws. Here, the Owners' bylaw 86(a) creates a "lien on and a charge against the estate or interest of any Owner for any unpaid contribution, assessment, sanction, installment or payment due to the Corporation including any costs relating thereto (on a full indemnity basis)."

[57] There is nothing to prevent parties from agreeing that debts and other obligations may be secured against someone's interest in land. Borrowers routinely sign charging agreements securing debts unrelated to the acquisition, maintenance and improvement of the land itself. Such agreements are capable of supporting caveats, as the charging agreement (if validly made) creates an interest in the lands charged.

[58] The bylaws bind all owners as if they had entered into the bylaws as a contract with the condominium corporation. In this case, the Owner's bylaws allow for costs to be recovered against a defaulting owner on a full indemnity basis, and that such costs constitute a charge against the owner's interest in the unit. No priority for costs is recoverable under the *Condominium Property Act* or the caveat contemplated in section 39. However, where claims are stated in the bylaws to be a charge against the owner's unit, those claims are at law caveatable as they constitute an interest in land.

[59] That may have the unfortunate result of requiring two caveats: one under the *Condominium Property Act* provisions and the other under the bylaws. If a condominium corporation filed one caveat securing both claims, it would be required under section 39.2(10) to discharge the caveat if the contribution portion of the total has been paid, even if the remaining claims had not.

Applying this analysis to the facts

[60] As at the date the demand letter went to the Tutts, October 8, 2017, they owed the Owners \$1,620.68 for unpaid contributions and interest at 18% since February 1, 2017. That is not disputed. That amount was still owed when the caveat was filed against the Unit on October 31, 2017.

[61] The caveat was validly filed, and secured the unpaid contributions and interest. The Tutts made two payments, one on October 8 and the other on December 1, each in the amount of \$900. The December 1 payment put the Tutts in a small credit balance relating to contributions and interest due until January 31, 2018. After December 1, 2017, with the payments made, the Tutts

were entitled to have the caveat discharged and the Owners were obliged under section 39.2(10) of the *Condominium Property Act* to do so. That duty on the Owners' part continued until January 31, 2018, after which there were unpaid contributions again.

[62] Mr. Tutt had served a notice to take proceedings on the caveat on November 23, 2017. At that time, the caveat was valid, and secured the remaining arrears following the partial payment on October 16. I would characterize this as a knee-jerk reaction by Mr. Tutt to the Owners' valid collection claim. He was not then entitled to have the caveat removed because he had not fully paid the arrears. His intention to do so in the future (six weeks later) had no effect on the validity of the caveat.

[63] Mr. Tutt correctly advised the Owners at the annual general meeting on December 4 that he had paid off all arrears. The board did not believe him, but they did nothing to check their bank records to see if funds had been paid. It is not the Tutts' fault that the board did not have electronic banking so they could view their account transactions remotely and in real time. While the board may not be faulted for doubting Mr. Tutt's claim because of the unhappy history between them, that did not relieve them from the obligation of checking to make sure, before they instructed their solicitors to commence action on the caveat.

[64] So, when the Owners commenced action on its caveat against the Tutts on January 23, 2018, they did so at a time when there were no monies owed to the Owners that were secured by the caveat. The action should not have been commenced and it was not reasonable for the Owners to do so. The Tutts' payments were current, even after applying the 18% interest rate the Owners had calculated on the arrears.

[65] Put another way, why should the Tutts be liable for costs on an action that had no merit at the time it was commenced?

[66] The Owners sought to justify commencing the action by saying that while the contributions and interest had been paid in full by the time the action was commenced, the Tutts had not paid anything towards the legal costs that the Owners had incurred. The problem with that is that by the time the Owners' sought legal advice, the Tutts had fully paid off the arrears and were in a credit balance. The Tutts were entitled to require that the caveat be discharged. Additionally, there is nothing to suggest that the Owners had demanded payment of any legal fees or other expenses from the Tutts between the time they filed the caveat and the time the statement of claim was issued.

[67] The old \$1,000 fine that had been levied by the board against the Tutts was also raised, but I treat that as a red herring. It was not mentioned in the statement of claim, there is no evidence that it was ever demanded from the Tutts, and it was by January 2018 very likely statute barred.

[68] In these circumstances, it was not reasonable for the Owners to seek legal advice, at least if they expected the Tutts to pay for those expenses other than as their part of a regular contribution assessed against all unit owners. Before going to the trouble and expense of hiring lawyers, the board should have checked with the bank. That may add insult to injury to the board, as they had accommodated the Tutts by allowing them to make direct deposits into the Owners' bank account. But in doing so the board placed themselves at risk for the consequences of not checking to see if any direct deposits had been made. I do not doubt that the December statement showing the December 1 payment by Mr. Tutt did not come to the board's attention

until they looked at the written statement the bank sent out. But before consulting lawyers, and before taking any legal proceedings against the Tutts, the board had an obligation to ensure that they were acting on correct and current information. That might have been an inconvenience, but calling the bank or going in to the branch to do a balance check would be the only way they would know if a payment had been made or not. That does not seem particularly onerous a task.

[69] There is an expression “no good deed goes unpunished”, and the good deed of allowing the Tutts to make payments in this unusual way well be seen as being punished by imposing an extra burden on the board.

[70] In any event, the two questions put to Master Schlosser should be answered as follows:

1. Was it reasonable for the Owners to begin pursuing legal remedies against the Defendants on December 5, 2017?

[71] My answer is no. As at that date, there was nothing owed by the Tutts to the Owners under the caveat. They should have been aware of the \$900 payment in October, and before consulting with lawyers they should have checked to make sure no additional payments had been made. No legal fees had been incurred, and the Tutts were in a credit balance. They might have consulted a lawyer in a general way as to what to do about an owner who is constantly in arrears, but when they actually consulted a lawyer, the Owners were obliged by the *Condominium Property Act* to discharge the caveat and not sue on it.

2. Was it reasonable for the Plaintiff to commence its foreclosure action on January 23, 2018?

[72] Again, my answer is no. The action commenced was an action on the caveat. It claimed the amount stated in the caveat. That amount had been fully paid off. The caveat should have been discharged, instead of the statement of claim being issued. On January 23, 2018 there was nothing left to sue on but for the legal fees that had been unreasonably incurred after the caveated amount had been paid. The evidence of the Owners is that they only learned of the December 1 payment after the statement of claim had been issued, when they received the December bank statement. The Master noted the history of the matter, and the fact that the Tutts went into arrears again only a few days after the statement of claim had been filed. I do not think an action lies for anticipatory breach of a payment that has not yet become due. In some matters, timing is everything. Here, the Owners’ timing was out, and they cannot rely on a subsequent default to cure their premature filing.

Comments

[73] I will go further than simply answering the questions put to the Master, even though my comments that follow may be *obiter*. It is not clear if the Tutts appealed the Master’s order awarding the Owners solicitor and own client costs. As such, this matter may have to return to the Assessment Officer with his questions answered and he will have to determine the quantum of costs the Tutts must pay.

[74] Nothing in this decision should be interpreted as condoning Mr. Tutt’s actions. Communal living such as in apartments and condominiums, requires cooperation and goodwill towards neighbours. Mr. Tutt has shown none of that. Owners who do not pay their assessments on a timely basis and who ignore other responsibilities under the bylaws create an unfair burden on those owners and residents who comply. Mr. Tutt abused the goodwill of the board by not

providing them with confirmation of payment made by him. It would have been simple for him to send them a copy of any deposit receipt, so they would know (as opposed to having to find out for themselves) if he had made his required payments. Having regard to his payment history, it was not unreasonable for the board to assume that he had not made any required payments, as his account was almost always in arrears. But they had a responsibility to check.

[75] I recognize that I have the benefit of hindsight. Hindsight, rather than the record-keeping of the board, shows that the Tutts were in a credit balance until the end of January, 2018. But starting and maintaining this action was disproportionate to the remedy being sought.

[76] It would have made more sense to have such a small amount sued for in Provincial Court Civil Division which is a self-represented litigant friendly court, than in Queen's Bench with record production and questioning and mandatory alternative dispute resolution before trial. That may have compromised the caveat, but for \$1,600, is full blown litigation appropriate?

[77] This is a classic case of litigation going out of control, where a dispute over \$1,600 has morphed into a dispute over \$50,000 in legal costs trying to enforce the \$1,600 debt and collect costs. Neither party is without blame here. Mr. Tutt did not need to counterclaim for \$50,000 for a claim that appears to have absolutely no merit. The parties did not need to treat this dispute as one worthy of multiple appearances in master's chambers, a contested assessment, and an appeal to Queen's Bench, with 28 and 31 page briefs.

[78] In hindsight, Mr. Tutt would have been much further ahead to have accepted the Owners' offer to settle sent to him on May 16, 2018. By that time, their offer to settle was \$1,500, less than the \$3,842.62 they had by then incurred in legal fees. But these were legal fees that were incurred in an action that should never have been commenced. It was a law suit over fees that were incurred to collect a debt that had been paid before any of the fees were incurred. It is hard to think that any fees would be recoverable by a plaintiff in such a situation, regardless of the contractual relationship.

[79] The Owners blame Mr. Tutt for causing all of the legal costs by serving notice to take proceedings on the caveat. Had he not done that, there would have been no need for the Owners to start the action. The caveat could have sat indefinitely, without anyone incurring legal costs. There was no evidence that the presence of the caveat caused the Tutts any harm or difficulty. That is true, but the Owners could have ignored the caveat and let it lapse. They would have incurred no cost in doing so. That is what they should have done. If they wanted to pursue costs against the Tutts, that could have been done in a separate action. To do so, however, in my view they first needed to quantify them and make a demand for payment, to give the Tutts a choice of paying what was demanded, rather than be sued for something they were unaware of.

[80] This is a case where in considering costs, the Court is faced with deciding which of the parties was more unreasonable than the other. This is a lawsuit that should never have been brought but was provoked by constant breaches of the Owners' bylaws. It was defended with a counterclaim that had no merit. Mr. Tutt should have provided the Owners with proof of payment of the two payments he made after receiving the demand letter to let them know he was trying to pay the debt off. The Owners should have checked with the bank to make sure no payments had been made before they contacted lawyers and they should have checked before they filed the statement of claim.

[81] In these circumstances, I conclude that neither party has met the burden of proof against the other. I would declare a tie. Neither party should be entitled to any costs in this action from the other.

[82] The irony here is that even if the Tutts do not have to directly pay the Owners' costs, they will have to pay their own legal fees plus their proportionate share of the Owners' legal fees, as those will undoubtedly form part of an assessment against all owners for common expenses.

Heard on the 13th day of February, 2020.

Dated at the City of Edmonton, Alberta this 30th day of March, 2020.

Robert A. Graesser
J.C.Q.B.A.

Appearances:

Ed Picard
Alberta Counsel
for the Appellants

Scott A. Matheson
Field LLP
for the Respondent

Condominium Property Act, RSA 2000, c C-22

Conflict with bylaws

34.1(1) If there is a conflict between a bylaw and this Act or the regulations, this Act or the regulations, as the case may be, prevail.

(2), (3) Repealed [2024 c20 s1\(17\)](#).

Connelly & Company Management Ltd

204 2723 37 Ave N.E.
Calgary AB T1Y 5R8

INVOICE #8585986

DATE: JANUARY 23, 2025

PROPERTY OWNER(S):

TO: PLAZA 14 COMMERCIAL
C/O GROUP THREE PROP. MGMT INC
SUITE 300, 10240 – 124 STREET
EDMONTON, AB, T5N 3W6

RE: COMMERCIAL UNIT – COMMERCIAL PORTION OF
BUILDING INSURANCE

INV#838635 – ARTHUR J. GALLAGHER. (VENDOR INVOICE
ATTACHED FOR REFERENCE).

TOTAL DUE: \$27,758.42
GST #101095701 RT 0001

Payment Options:

Please make cheque(s) payable to: Plaza 14 Residential Committee and mailed to:

Connelly & Co Management Ltd.
204, 2723 37 Ave N.E.
Calgary, AB T1Y 5R8

Phone: 403-228-1557 Fax: 403-229-0380



Insurance | Risk Management | Consulting

The Owners: Condominium Plan No. 8111330 - Plaza 14
Connelly & Company Management Ltd.
#204, 2723 37th Avenue NE
Calgary, AB T1Y 5R8

Plaza 14 - 39
D/R - Nov 20, 2024
Code - 4010

MILTR2

Invoice # 838635		Page 1 of 2
Account Number	Date	
OCP8PLA-01	10/09/2024	
BALANCE DUE ON		
10/31/2024		
AMOUNT PAID	Amount Due	Currency
	\$54,922.00	Canadian Funds

Greg Birrell

C/B 46.9% to Commercial \$27,758.42

Accidental Death & Dismem PolicyNumber: AJG00674-ACC

Company: Berkley Insurance Company - Canada Branch Effective: 10/31/2024 to 10/31/2025

Item #	Trans Eff Date	Due Date	Trans	Description	Amount
4538971	10/31/2024	10/31/2024	RENB	2024/2025 Volunteer Accident Renewal	\$180.00

Crime (Includes Burglary) PolicyNumber: AJG00674-CRM

Company: Wawanesa Mutual Insurance Company Effective: 10/31/2024 to 10/31/2025

Item #	Trans Eff Date	Due Date	Trans	Description	Amount
4538968	10/31/2024	10/31/2024	RENB	2024/2025 Crime (Fidelity Bond) Renewal	\$336.00

Directors' & Officers' Liabilit PolicyNumber: AJG00674-D&O

Company: Berkley Insurance Company - Canada Branch Effective: 10/31/2024 to 10/31/2025

Item #	Trans Eff Date	Due Date	Trans	Description	Amount
4538961	10/31/2024	10/31/2024	RENB	2024/2025 Directors & Officers Liability Renewal	\$699.00

Equipment Breakdown PolicyNumber: AJG00674-EBI

Company: Millennium Insurance Corporation Effective: 10/31/2024 to 10/31/2025

Item #	Trans Eff Date	Due Date	Trans	Description	Amount
4538960	10/31/2024	10/31/2024	RENB	2024/2025 Equipment Breakdown Renewal	\$750.00

Legal Expense PolicyNumber: AJG00674-LEG

Company: Arthur J. Gallagher (UK) Limited Effective: 10/31/2024 to 10/31/2025

Item #	Trans Eff Date	Due Date	Trans	Description	Amount
4538972	10/31/2024	10/31/2024	RENB	2024/2025 Legal Expense Renewal	\$791.00

Commercial General Liabilit PolicyNumber: AJG00674-LIA

Company: Wawanesa Mutual Insurance Company Effective: 10/31/2024 to 10/31/2025

Item #	Trans Eff Date	Due Date	Trans	Description	Amount
4538959	10/31/2024	10/31/2024	RENB	2024/2025 Commercial General Liability Renewal	\$2,024.00

Commercial Condominium PolicyNumber: AJG00674-PRO

Company: Wawanesa Mutual Insurance Company Effective: 10/31/2024 to 10/31/2025

Item #	Trans Eff Date	Due Date	Trans	Description	Amount
4538958	10/31/2024	10/31/2024	RENB	2024/2025 Property Renewal	\$50,142.00

Total Invoice Balance: \$54,922.00

Balance due upon receipt.



Insurance | Risk Management | Consulting

The Owners: Condominium Plan No. 8111330 - Plaza 14
Connelly & Company Management Ltd.
#204, 2723 37th Avenue NE
Calgary, AB T1Y 5R8

MILTR2

Invoice # 838635		Page	2 of 2
Account Number		Date	
OCP8PLA-01		10/09/2024	
BALANCE DUE ON			
10/31/2024			
AMOUNT PAID	Amount Due	Currency	
	\$54,922.00	Canadian Funds	

HST/GST Registration Number: 812662575RT0001

For any questions, please contact our office by Telephone 403-299-1000

For Balances owing, please indicate the invoice number on your payment and follow the Remittance instructions below.
For Credit Balances, no remittance is required.

Cheque Remittance:

Arthur J. Gallagher Canada Limited
Lockbox #C9582C
P.O. Box 9582, Station M
Calgary, AB T2P 5L8

Connelly & Company Management Ltd

204 2723 37 Ave N.E.

Calgary AB T1Y 5R8

INVOICE #8585986

PROPERTY OWNER(S):

TO: STARKE PLAZA 14 LTD.

C/O GROUP THREE PROP. MGMT INC

SUITE 300, 10240 – 124 STREET

EDMONTON, AB, T5N 3W6

**RE: COMMERCIAL UNIT – COMMERCIAL PORTION OF
BUILDING INSURANCE**

INV#8585986 – ARTHUR J. GALLAGHER. (VENDOR INVOICE
ATTACHED FOR REFERENCE).

TOTAL DUE: \$29,142.72

GST #101095701 RT 0001

Payment Options:

Please make cheque(s) payable to: Plaza 14 Residential Committee and mailed to:

Connelly & Co Management Ltd.

204, 2723 37 Ave N.E.

Calgary, AB T1Y 5R8

Phone: 403-228-1557 Fax: 403-229-0380

Invoice Date:
24-Oct-2023

Insured/Borrower:
The Owners: Condominium Plan No. 8111330 - Plaza
14

Your Insurance Broker:
Arthur J. Gallagher Canada Limited - Calgary
PO Box 9582, Station M
Lockbox #C9582C
Calgary, AB T2P 5L8

We are pleased to offer the following payment plan
renewal financing terms. Please be advised that
any outstanding down payment, application fee,
and/or past due installments at the time of
contract acceptance will be collected within two
business days.

Plaza 14 - 39
D/R - Nov 17, 2023
Code - 4010

Please charge 46.9% to Commercial

\$29,142.72

Please update/provide your email and phone number and return this form to your broker.
This information is only used to communicate with you regarding this payment plan.

Insured Email:

greg@connellymanagement.com

Insured Phone Number:

Payment Details

Policy Payments ID
8585986

Broker Reference

Total Premium \$62,138.00

Down Payment \$5,374.94

Application Fee \$0.00

Finance Charge \$2,644.31

Flat Rate* 4.26%

Number of Installments 11

First Payment Due Date 30-Nov-2023

Currency CAN

Line of Business Commercial

Payment Method Pre-authorized debit

Installment Amount

\$5,400.67

**The flat rate represents an annual percentage of 9.20% and is
calculated by dividing the finance charge by the sum of the total
premium plus the application fee.*

*Please note that credit card payments are subject to an
additional 2.97% System Access Fee.*

Easy monthly payment plans provided by

FIRST INSURANCE
— OF CANADA — FUNDING
A WINTRUST COMPANY

Connelly & Company Management Ltd

204 2723 37 Ave N.E.
Calgary AB T1Y 5R8

Date: JULY 14, 2025
INVOICE: 480620

TO: PLAZA 14 COMMERCIAL
C/O GROUP THREE PROP. MGNT INC
SUITE 300, 10240-124 STREET GROUP
EDMONTON AB T5N 3W6

RE:CB COMMERCIAL UNIT-PT
UPDATE

RJC ENGINEER- INVOICE
480620

TOTAL DUE: \$2,757.72

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Invoice Date: June 30, 2025

Plaza 14 Condominium Corp #8111330
c/o Connelly & Company Management Ltd.
204, 2723 - 37th Avenue NE
Calgary, AB T1Y 5R8
Canada

Plaza 14 - 39
D/R - Jul 11, 2025
Code - 2531

Invoice Number 480620
Client Code CONN04
RJC Job No. CAL.028688.0028
PO Number
Bill Currency CAD

Attention: Greg Birrell

JB

Please charge 46.9% to Commercial

Project: Plaza 14 2025 PT Update						
Components of Service	Contract Value	% Complete To Date	Value Complete to Date	% Complete Previous	Value Previous	Value this Claim
Consultation	5,600.00	100.00%	5,600.00	0.00%	0.00	5,600.00
Total Fixed Fee	5,600.00		5,600.00		0.00	5,600.00
DISBURSEMENTS:						
SUBTOTAL						5,600.00
GST PAYABLE (#10442 9493 RT) at 5%						280.00
TOTAL THIS INVOICE						5,880.00

Reviewed By: Ryan Coles

e. & oe.

Terms: Net 30 Days
Interest @ 1-1/2% per month (18% per year) will be charged on overdue accounts

Remit to: Read Jones Christoffersen Ltd.

Our preferred payment methods are e-transfer (sent to e-deposits@rjc.ca) or EFT (email ar@rjc.ca for banking details).

Please indicate our invoice number on your payment.

Connelly & Company Management Ltd

204 2723 37 Ave N.E.
Calgary AB T1Y 5R8

Date: JULY 14, 2025

INVOICE: 480621

TO: PLAZA 14 COMMERCIAL
C/O GROUP THREE PROP. MGNT INC
SUITE 300, 10240-124 STREET GROUP
EDMONTON AB T5N 3W6

RE:CB COMMERCIAL UNIT- Dwh ! b5
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RJC ENGINEER- INVOICE
48062M

TOTAL DUE: \$o!стр0лл

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Connelly & Company Management Ltd.

204, 2723 37 Ave N.E.

Calgary, AB T1Y 5R8

Phone: 403-228-1557 Fax: 403-229-0380



Invoice Date: June 30, 2025

Plaza 14 Condominium Corp #8111330
c/o Connelly & Company Management Ltd.
204, 2723 - 37th Avenue NE
Calgary, AB
Canada

C/B Commercial 100%

Plaza 14 - 39
D/R - Jul 11, 2025
Code - 2531

Invoice Number 480621
Client Code CONN04
RJC Job No. CAL.028688.0030
PO Number
Bill Currency CAD

Attention: Greg Birrell

Greg Birrell

Project: Plaza 14 Ground Floor PT Maintenance						
Components of Service	Contract Value	% Complete To Date	Value Complete to Date	% Complete Previous	Value Previous	Value this Claim
Parking Deck Review	3,500.00	100.00%	3,500.00	0.00%	0.00	3,500.00
PT Strand Replacement Design	4,100.00	0.00%		0.00%		
Parking Deck Maintenance Design	2,500.00	0.00%		0.00%		
Tender	2,200.00	0.00%		0.00%		
Total Fixed Fee	12,300.00		3,500.00		0.00	3,500.00
DISBURSEMENTS:						
SUBTOTAL						3,500.00
GST PAYABLE (#10442 9493 RT) at 5%						175.00
TOTAL THIS INVOICE						3,675.00

Reviewed By: Ryan Coles

e. & oe.

Terms: Net 30 Days
Interest @ 1-1/2% per month (18% per year) will be charged on overdue accounts

Remit to: Read Jones Christoffersen Ltd.

Our preferred payment methods are e-transfer (sent to e-deposits@rjc.ca) or EFT (email ar@rjc.ca for banking details).

Please indicate our invoice number on your payment.

Connelly & Company Management Ltd

204 2723 37 Ave N.E.
Calgary AB T1Y 5R8

DATE: APRIL 3, 2025
INVOICE #25402

PROPERTY OWNER(S):

TO: STARKE PLAZA 14 LTD.
C/O GROUP THREE PROP. MGMT INC
SUITE 300, 10240 – 124 STREET
EDMONTON, AB, T5N 3W6

RE: C/B COMMERCIAL UNIT – SUMP PUMP

INV#25402 – TROTTER AND MORTON (VENDOR INVOICE
ATTACHED FOR REFERENCE).

TOTAL DUE: \$1,405.94
GST #101095701 RT 0001

Payment Options:

Please make cheque(s) payable to: Plaza 14 Residential Committee and mailed to:

Connelly & Co Management Ltd.
204, 2723 37 Ave N.E.
Calgary, AB T1Y 5R8
Phone: 403-228-1557 Fax: 403-229-0380



Trotter & Morton Facility Services, Inc.
5711 1 Street SE
Calgary, AB, T2H1H9
GST# 89361 7985 RT0002

Bill To

Plaza 14 Cc#8111330
C/O Connely & Company Management Ltd, 204, 2723 37
Avenue Ne
Calgary, AB T1Y 5R8 CA

Invoice 25402

Mar 21, 2025

Maintenance Number

P6498-1

Payment Terms

Net 10 Days

Total Due

\$2,997.75

Due Date

Mar 31, 2025

CUSTOMER NAME

Plaza 14 Cc#8111330

PROPERTY NAME

Plaza 14 - C0909

PROPERTY ADDRESS

1505 8 Avenue N.W.
Calgary, AB T2N 4N7

AUTHORIZED BY

CUSTOMER WO

NTE

Invoice Summary

Service Agreement: P6498 - Plaza 14 PP60668. Sump Pump LINC 27

Item Name	Description	Quantity	Unit Price	Price Subtotal
Project	Invoice	1	\$2,855.00	\$2,855.00
		1		\$2,855.00

Plaza 14 - 39
D/R - Mar 27, 2025
Code - 2531

Taxable Subtotal	\$2,855.00
Sales Tax Rate	5%
Tax Amount	\$142.75
Total	\$2,997.75

Greg Birrell

C/B 46.9% to Commercial

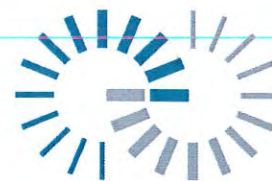
Terms of Service

Thank You For Your Business! Please Remit Funds In Canadian Dollars

Visa & MasterCard Accepted, Subject to Convenience Fee of 1% to be Applied on Invoices Over \$1000. E.&O.E Interest of 2% Per Month (24% Annum)

Could be Charged on all Overdue Accounts

P6498



Facility Services

A Trotter & Morton Company

A LINC Service Contractor

Project Proposal

PROPOSAL FOR:
**Greg
Birrell**

1505 8 Avenue NW, Calgary, Alberta
T2N 4N7, Canada

REGISTERED PROPOSAL NUMBER:

PP60668

SUBMITTED:

2025-02-26

Trotter & Morton Facility Services Inc.

5711 - 1st Street SE Calgary, Alberta ● mzucchetto@tmlgroup.com ● 403-255-7535

www.trotterandmorton.com



Trotter & Morton Facility Services, Inc.

PROJECT AGREEMENT FOR BUILDING ENVIRONMENTAL SYSTEMS

Proposal Date	Proposal Number	Agreement No.
2025-02-26	PP60668	P 6498

BY AND BETWEEN:

Trotter & Morton Facility Services, Inc.
5711 - 1st Street SE
Calgary, Alberta
T2H 1H9

AND

Plaza 14 CC#8111330
1505 8 Avenue NW
Calgary, Alberta
T2N 4N7

hereafter CONTRACTOR

hereafter CUSTOMER

SERVICES WILL BE PROVIDED AT THE FOLLOWING LOCATION(S): 1505 8 Avenue NW, Calgary, Alberta T2N 4N7, Canada

We are pleased to provide you with the following proposal:

During a recent preventative maintenance visit, the attending Technician has noted LINC 27 sump pump located in the sump pit in the mechanical room is has failed and requires.

There are two sump pumps located in this sump pit. LINC 28 is working properly.

We are recommending having LINC 27 replaced. We will be providing two options in the pricing page of the proposal. Option 1 will be for a direct replacement sump pump. Option 2 will be for a replacement sump pump provided by the manufacturer to match existing capacities.

Upon approval of the pump of your choosing, we will schedule the installation date. The existing sump pump will be disconnected from power and the discharge line piping will be removed. The faulty pump will be removed from the pit. The new sump pump chosen will be placed in the pit. The discharge piping will be reconnected. We may require making some piping alterations on the discharge line when installing the new sump pump. We have included for piping modifications up to but not including the check valve assembly for LINC 27.

The power supply will be connected, and the discharge line will be secured. We will fill the pit to activate and test the new pump. The pump and discharge line will be inspected at this time. LINC 27 will be left in proper working order.

We have not included for any additional repairs, replacements or modifications to LINC 28, check/ball valve assemblies or the existing discharge lines not stated in the proposal above.

We have not included for any electrical issues or repairs in this proposal.

All material and debris associated with the installation will be removed from site. All work will be conducted during regular business hours.

The Technician has recommended that the sump pit be cleaned out. Sump pit cleaning is not included in this proposal. We advise contacting a drain cleaning company directly to have this completed.



P6498

Trotter & Morton Facility Services, Inc.

PP60668

The total price to complete Option 1 is ~~\$3,296.00~~

The total price to complete Option 2 is \$2,855.00

The replacement sump pumps for each option are currently in stock.

Our pricing is typically valid for 30 days from the date of this proposal. However, due to the possibility of new tariffs being imposed, the cost of materials and equipment may be subject to change. As a result, any fluctuations in pricing related to such tariffs or other unforeseen supply chain impacts will necessitate a review of this proposal's pricing. We will notify you of any changes as soon as they arise and provide updated pricing for your approval prior to proceeding.

The price does not include GST or overtime, as this work can be completed during regular business hours. We have not included for any engineering or design as part of this proposal. Any engineering or system design elements that are required will be an added cost to this agreement. Temporary heating/cooling will not be included in the agreement. Any additional repairs, or replacements to the buildings Mechanical, Heating, Cooling, Domestic, Gas lines / Gas Mains or Electrical distribution systems, outside of what is stated in this proposal will be an added cost to this agreement. We will stop work and seek approval from The Board, Owner or Property Manager for any work or parts required for any unforeseen circumstances beyond the scope provided in the proposal. We will require free and easy access to all of the equipment and/or work areas. Any down time incurred related to access issues will result in added costs to this agreement. Any work or repairs required that are not specifically stated in this proposal will be an added cost to this agreement.

As a condition of performance, payments are to be made on a progress basis. Invoice payment must be made within (10) days of receipt. Any alteration or deviation from the above proposal involving extra cost of materials or labor will become an extra charge over the sum stated above. This proposal will become a binding Agreement only after acceptance by Customer and approval by an officer of Contractor as evidenced by their signatures below. This agreement sets forth all of the terms and conditions binding upon the parties hereto; and no person has authority to make any claim, representation, promise or condition on behalf of Contractor which is not expressed herein. The Customer hereby acknowledges and agrees that the liability and responsibility of the Contractor on account of any damages suffered or sustained by the Customer as a result of the labour and/or materials supplied by Contractor shall be limited to the amount invoiced by the Contractor for its work, and the Customer shall not be entitled to any other additional damages, direct or indirect, consequential or otherwise and this limit shall be the sole and total limit of any and all claim arising by contract, negligence, or otherwise at law.

CONTRACTOR*Matt Zucchetto*

Signature (Sales Representative)

Matthew Zucchetto

General Manager Signature

General Manager

Title

2025-02-26

Date

CUSTOMER*greg Birrell*

Signature (Authorized Representative)

Greg Birrell

Name (Print/Type)

Authorized Agent

Title

2025-03-07

Date



P6498

Trotter & Morton Facility Services, Inc.

Recommended Solutions Worksheet

(Contractor) will provide for the complete

- ☐ Design/Engineering ☒ Installation ☒ Replacement ☐ Modification
- ☐ Retrofit/Repair of the following environmental system(s)

Location: 1505 8 Avenue NW, Calgary, Alberta T2N 4N7, Canada

Component(s): Sump Pump Replacement

Specifications: As specified in the proposal

Included in this proposal we have provided for the following:

- | | |
|--|--|
| ☐ Complete engineering and updating of drawings | ☐ Insulation |
| ☒ Complete project management | ☐ Concrete Pad |
| ☒ Delivery of all equipment to your facility | ☐ Roof Sealing |
| ☒ Complete installation of the above system(s) | ☐ Equipment Disposal |
| ☐ Final Adjustment and Calibrations | ☐ Systems training program |
| ☐ Preventive maintenance agreement | ☐ Consideration for your long-term facility investment plan |

We have not included:

- | | |
|--|--|
| ☒ Issues associated with shut downs & start up of water and piping systems | ☒ Cutting, patching, painting |
| ☐ Concrete Pad | ☒ Electrical wiring |
| ☐ Roof Sealing | ☐ Setting of valve bodies or wells |
| ☐ Asbestos Removal | ☐ Air balancing |
| ☒ Engineering or design | ☐ Setting of dampers |
| ☒ Pipe sizing | ☐ Preventive maintenance agreement |
| ☒ Any work not specifically stated in this proposal | ☒ Design, Installation, material of existing piping or systems |
| ☒ Sump Pit Cleaning | |

When completed this program will provide your organization with:

- | | |
|---|--|
| ☐ Reduced operating expenses | ☐ Reduced legal exposure |
| ☐ Investment protection | ☒ Peace of mind |
| ☐ Improved comfort conditions | ☐ Improved Indoor Air Quality |
| ☐ Improved environmental control | |



P6498

Trotter & Morton Facility Services, Inc.

PROJECT PROPOSAL TERMS AND CONDITIONS

1. Customer shall permit Contractor free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Proposal will be performed during the Contractor's normal working hours.
 2. Contractor warrants that the workmanship hereunder shall be free from defects for thirty (30) days from date of installation. If any replacement part or item of equipment proves defective, Contractor will extend to Customer the benefits of any warranty Contractor has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at Customer's expense and at the rates in effect.
 3. Customer will promptly pay invoices within ten (10) days of receipt. Should a payment become thirty (30) days or more delinquent, Contractor may stop all work under this Proposal without notice and/or cancel this Proposal, and the entire Proposal amount shall become due and payable immediately upon demand.
 4. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.
 5. Any alteration to, or deviation from, this Proposal involving extra work, cost of materials or labor will become an extra charge (fixed price amount to be negotiated or on a time-and-material basis at Contractor's rates then in effect) over the sum stated in this Proposal.
 6. In the event Contractor must commence legal action in order to recover any amount payable or owed to Contractor under this Proposal, Customer shall pay Contractor all court costs and attorneys' fees incurred by Contractor.
 7. Any legal action against the Contractor relating to this Proposal, or the breach thereof, shall be commenced within one (1) year from the date of the work.
 8. Contractor will not be liable for any delays, damages or claims made in the event of schedule issues or delays caused by events of force majeure, which events include, but are not limited to acts of God, terrorism, war, transit strikes, contagions, airborne viruses or strikes.
 9. To the fullest extent permitted by law, the Customer shall release, indemnify and hold harmless the Contractor, its affiliates, officers, directors, agents and employees from and against any and all claims, damages, losses and expenses (including but not limited to attorneys' fees on a full indemnity basis) arising out of or resulting from the performance of work hereunder, regardless of whether such claim, damage, loss or expense is caused in part by the negligence of Contractor, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, or relates to or arises out of the design, condition or installation of pre-existing pipes and/or surrounding materials or any shut down and start up of the water and piping system.
 10. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA's Hazard Communication Standard Regulations.
 11. Contractor's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Contractor's sole obligation will be to notify the Owner of their existence. Contractor shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.
- Contractor expressly disclaims any and all responsibility and liability for the indoor air quality of the customer's facility, including without limitation, injury or illness to occupants of the facility or third parties, or any damage to the customer's facility, arising out of or in connection with the Contractor's work under this proposal, including without limitation any illness, injury, or damage resulting in any manner from any fungus(es) or spore(s), any substance, vapor or gas produced by or arising out of any fungus(es) or spore(s), or any material, product, building component or structure that contains, harbors, nurtures or acts as a medium for any fungus(es) or spore(s).
12. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR OTHERWISE, WILL CONTRACTOR BE RESPONSIBLE FOR LOSS OF USE, LOSS OF PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSES, CLAIMS OF CUSTOMER'S TENANTS OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

Connelly & Company Management Ltd

204 2723 37 Ave N.E.

Calgary AB T1Y 5R8

INVOICE #1096

PROPERTY OWNER(S):

TO: STARKE PLAZA 14 LTD.

C/O GROUP THREE PROP. MGMT INC

SUITE 300, 10240 – 124 STREET

EDMONTON, AB, T5N 3W6

**RE: C/B COMMERCIAL UNIT – POST TENSIONING SYSTEM
MAINTENANCE**

INV#1096 – DAY 1 CONTRACTING (VENDOR INVOICE
ATTACHED FOR REFERENCE).

TOTAL DUE: \$30,961.41

GST #101095701 RT 0001

Payment Options:

Please make cheque(s) payable to: Plaza 14 Residential Committee and mailed to:

Connelly & Co Management Ltd.

204, 2723 37 Ave N.E.

Calgary, AB T1Y 5R8

Phone: 403-228-1557 Fax: 403-229-0380

April 30, 2023



Engineers

Greg Birrell
Connelly & Company Management Ltd.
204, 2723 – 37 Avenue NE
Calgary, AB T1Y 5R8
greg@connellymanagement.com

Plaza 14 - 39
D/R - May 9, 2023
Code - 2531
Greg Birrell

Please charge 46.9% to Commercial

Dear Greg Birrell,

RE: Plaza 14 2021 PT Maintenance
Plaza 14 Condominium (Condominium Corporation No. 8111330)
1505 – 8 Avenue NW, Calgary, AB

RJC No. CAL.028688.0020

Please find enclosed documentation received from Day 1 Contracting on April 28, 2023 and described as follows:

- .1 Invoice No. 1096 dated April 27, 2023, totaling \$66,015.81 (including G.S.T).

We have reviewed the documents and find that they appear to be in order. Please find enclosed a copy of our Certificate for Payment 02 which reflects the invoice total. We therefore recommend that **payment be made directly to Day 1 Contracting.**

Yours truly,

READ JONES CHRISTOFFERSEN LTD.

Reviewed by:

A handwritten signature in blue ink, appearing to read 'C. Leitch'.

Cameron Leitch, BASc, EIT
Engineer-In-Training

A handwritten signature in blue ink, appearing to read 'Ryan Coles'.

Ryan Coles, BSc, P.Eng. LCCI
Principal

CDL/

CAL.028688.0020-LTR-20230430-CDL-Invoice Review Letter 02.docx



This certificate is prepared for the exclusive use of the Owner. Read Jones Christoffersen Ltd. does not assume responsibility for use of this certificate by others. Issuance of this certificate does not imply acceptance of the Work in place by Read Jones Christoffersen Ltd. or the Owner. The Contractor remains responsible for performance of all work in conformity with the Contract Documents. As used herein, the word "certify" shall mean an expression of the Consultant's professional opinion to the best of its information, knowledge, and belief and does not constitute a warranty or guarantee by the Consultant.

This is to certify that in accordance with the Contract dated: **March 28, 2022**

Day 1 Contracting

is entitled (subject to possible claims of any others, such as lien holders) to a payment of:

\$66,015.81 (includes GST/HST where applicable)

(Sixty Six Thousand Fifteen 81 /100 Dollars)

1.	Original Contract Price.....	\$	149,125.00	
2.	Authorized Additions.....	\$	0.00	
3.	Authorized Deductions.....	\$	0.00	
4.	Contract Price to Date (1 + 2 - 3).....	\$	149,125.00	
5.	Estimated Value of Work Done to Date.....	\$	92,018.00	
6.	Statutory Lien Holdback (10% of 5).....	\$	9,201.80	
7.	Statutory Lien Holdback Released.....	\$	0.00	
8.	Current Statutory Lien Holdback (6 - 7).....	\$	9,201.80	
9.	Total Certified to Date (5 - 8).....	\$	82,816.20	
10.	Amount Previously Certified (9 from previous certificate).....	\$	19,944.00	
11.	Amount of this Certificate (9 - 10).....	\$	62,872.20	
12.	GST on Amount Certified (5% of 11).....	\$	3,143.61	
13.	Total Remittance To Contractor This Certificate (11 + 12).....	\$	66,015.81	
14.	Balance of Unpaid Contract (4 - 9).....	\$	66,308.80	

Per:

READ JONES CHRISTOFFERSEN LTD.

Date

April 30, 2023

For the Period

From: April 3, 2023

To: April 28, 2023

Contractor

Day 1 Contracting

PO Box 712, Okotoks, AB T1S 1A8

Owner

Plaza 14 Condominium
Corporation No. 8111330

1505 - 8 Avenue NW, Calgary,
AB

Distribution

CONTRACTOR:

Chris Daley
Dan Daley

OWNER:

Greg Birrell
Michael Ellsworth

CONSULTANT(S) - RJC:

Ryan Coles
Ryan Page

Project Name

Plaza 14 - 2022 Post-
Tensioning System
Maintenance

Project No.

CAL.028688.0020



Day 1 Contracting

PO Box 712

Okotoks AB

T1S 1A8

403-938-5342

Registered GST # 868668476 RT0001

Invoice # 1096

April 27, 2023

BILL TO

Plaza 14 Condominium Corporation No. 8111330

c/o Connelly & Compnay Management Ltd.

204, 2723 - 37th Avenue NE

Calgary, AB T1Y 5R8

Plaza 14 - 2022 Post-Tensioning System Maintenace - Progress Invoice

Quantity	Item description	Unit price	Item total
0.75	1.1 75% of General Requirements	\$ 11,200.00	\$ 8,400.00
3	2.1.1 E/W Through Tendons	\$ 2,600.00	\$ 7,800.00
5	2.1.2 N/S Through Tendons	\$ 3,000.00	\$ 15,000.00
3	2.2.1 E/W Add ons	\$ 2,200.00	\$ 6,600.00
2	2.5.1 E/W Through Tendons	\$ 2,700.00	\$ 5,400.00
6	2.5.2 N/S Through Tendons	\$ 2,800.00	\$ 16,800.00
2	2.8 1'X1' Recesses	\$ 300.00	\$ 600.00
3	2.9 1'X2' Recesses	\$ 450.00	\$ 1,350.00
2	2.10 Repair Sheeting 1'X1' Patch	\$ 150.00	\$ 300.00
3	2.11 Repair Sheeting 1'X2' Patch	\$ 300.00	\$ 900.00
			\$ -
	1.2 Blockages		\$ -
	1A - 78hrs X \$69.00		\$ 5,382.00
6	Bags Planitop X	\$ 40.00	\$ 240.00
	1B - 10hrs X \$69.00/hr		\$ 690.00
2	Bags Planitop X	\$ 40.00	\$ 80.00
	1C - 4hrs X \$69.00/hr		\$ 276.00
1	Bag Planitop X	\$ 40.00	\$ 40.00
			\$ -
			\$ 69,858.00

Minus 10% Holdback: \$ 6,985.80

Subtotal: \$ 62,872.20

5% GST: \$ 3,143.61

TOTAL: \$ 66,015.81

Connelly & Company Management Ltd

204 2723 37 Ave N.E.

Calgary AB T1Y 5R8

INVOICE #1071

PROPERTY OWNER(S):

TO: STARKE PLAZA 14 LTD.

C/O GROUP THREE PROP. MGMT INC

SUITE 300, 10240 – 124 STREET

EDMONTON, AB, T5N 3W6

**RE: C/B COMMERCIAL UNIT – 2022 POST TENSIONING SYSTEM
MAINTENANCE**

INV#1071 – DAY 1 CONTRACTING (VENDOR INVOICE
ATTACHED FOR REFERENCE).

TOTAL DUE: \$20,941.20

GST #101095701 RT 0001

Payment Options:

Please make cheque(s) payable to: Plaza 14 Residential Committee and mailed to:

Connelly & Co Management Ltd.

204, 2723 37 Ave N.E.

Calgary, AB T1Y 5R8

Phone: 403-228-1557 Fax: 403-229-0380

Connelly & Company Management Ltd

204 2723 37 Ave N.E.

Calgary AB T1Y 5R8

INVOICE #16394

PROPERTY OWNER(S):

TO: STARKE PLAZA 14 LTD.

C/O GROUP THREE PROP. MGMT INC

SUITE 300, 10240 – 124 STREET

EDMONTON, AB, T5N 3W6

RE: C/B COMMERCIAL UNIT – FLUSH WORK ON BLDG
SANITARY MAIN AS PER OF QUART. PREVENTATIVE
MAINTENANCE.

INV#16394 – FLO PROS DRAIN SERVICES INC. (VENDOR
INVOICE ATTACHED FOR REFERENCE).

TOTAL DUE: \$443.20

GST #101095701 RT 0001

Payment Options:

Please make cheque(s) payable to: Plaza 14 Residential Committee and mailed to:

Connelly & Co Management Ltd.

204, 2723 37 Ave N.E.

Calgary, AB T1Y 5R8

Phone: 403-228-1557 Fax: 403-229-0380

\$945.00

Connelly & Company Management Ltd

204 2723 37 Ave N.E.

Calgary AB T1Y 5R8

INVOICE #6442

PROPERTY OWNER(S):

TO: STARKE PLAZA 14 LTD.

C/O GROUP THREE PROP. MGMT INC

SUITE 300, 10240 – 124 STREET

EDMONTON, AB, T5N 3W6

**RE: C/B COMMERCIAL UNIT – WATER INGRESS
INVESTIGATION**

INV#6442 – NATIONWIDE RESTORATIONS (VENDOR INVOICE
ATTACHED FOR REFERENCE).

TOTAL DUE: \$3,836.16

GST #101095701 RT 0001

Payment Options:

Please make cheque(s) payable to: Plaza 14 Residential Committee and mailed to:

Connelly & Co Management Ltd.

204, 2723 37 Ave N.E.

Calgary, AB T1Y 5R8

Phone: 403-228-1557 Fax: 403-229-0380



4051 11th Street SE, Calgary, AB, T2G 3H1
Mailing Address: PO Box 61139 Kensington RPO,
Calgary, AB, T2N 4S6

Invoice

Invoice # 6442

Date 11/02/2022

Calgary Head Office 587-885-1718

Edmonton Office 780-652-1402

Regina Office 306-988-1855

24 Hr Emergency 1-844-EMG-WIDE

1-844-364-9433

Bill To:

Plaza 14 Condos
Unit 421
1505 8 Ave NW, Calgary
c/o Connelly and Company Management

Job # S-22160-R

P.O. Number:

Due Date Due on receipt

Description	Rate	Amount
Water ingress investigation at Unit 421, 1505 8 Ave NW Calgary as per Estimate # PLAZA14-INVESTIGATIO	7,925.12	7,925.12
GST on Sales / Collected	5.00%	396.26
Plaza 14 - 39 D/R - Mar 3, 2023 Code - 2531 C/B C ommercial 46.1% Envelope of building <i>Greg Birrell</i>		
GST/HST # 763903127RT0001 WCB# 8331307 We appreciate your business		

Edmonton Office:
#101, 17938 - 105 Ave,
Edmonton, AB, T5S 2H5

Calgary Head Office:
4051 11th Street SE,
Calgary, AB, T2G 3H1

Regina Office:
4-313 Adolph DR,
RM of Sherwood, SK, S4K 0A3

Total \$8,321.38

Please visit our website: www.nationwiderestorations.ca Email: info@nationwiderestorations.ca

Payment Method:

Please send cheque to PO BOX 61139, Kensington RPO, Calgary, AB, T2N 4S6
or Send email transfer to accounting@nationwiderestorations.ca
or Pay by Credit Card (All credit card purchases will be charged a 3.4% processing fee)

2% per month (24% per annum) service charge on all overdue accounts

Payments/Credits \$0.00

Balance Due \$8,321.38

Connelly & Company Management Ltd

204 2723 37 Ave N.E.

Calgary AB T1Y 5R8

INVOICE #403305

PROPERTY OWNER(S):

TO: STARKE PLAZA 14 LTD.

C/O GROUP THREE PROP. MGMT INC

SUITE 300, 10240 – 124 STREET

EDMONTON, AB, T5N 3W6

**RE: C/B COMMERCIAL UNIT – POST TENSION MAINTENANCE
CONSTRUCTION**

INV#403305 – READ JONES CHRISTOFFERSEN LTD. (VENDOR
INVOICE ATTACHED FOR REFERENCE).

TOTAL DUE: \$562.13

GST #101095701 RT 0001

Payment Options:

Please make cheque(s) payable to: Plaza 14 Residential Committee and mailed to:

Connelly & Co Management Ltd.

204, 2723 37 Ave N.E.

Calgary, AB T1Y 5R8

Phone: 403-228-1557 Fax: 403-229-0380

Date: March 31, 2023



Connelly & Company Management Ltd.
204, 2723 - 37th Avenue NE
Calgary, AB T1Y 5R8
Canada

Plaza 14 - 39
D/R - Apr 20, 2023
Code - 2531

Greg Birrell

Invoice Number 403305
PO Number
Client Code CONN04
RJC Job No. CAL.028688.0024
Bill Currency CAD

Please charge 46.9% to Commercial

Project: Plaza 14 - PT Maintenance Construction Additional Hourly Rate				Amount
FFF: At time rates to: 03/24/2023				
Employee	Hours	Rate		
Ryan Coles	0.20	290.00		58.00
Ryan Page	6.30	130.00		819.00
Cameron Leitch	2.30	115.00		264.50
SUBTOTAL				1,141.50
SUBTOTAL				1,141.50
GST PAYABLE (#10442 9493 RT) at 5%				57.08
TOTAL THIS INVOICE				1,198.58

Reviewed By: Ryan Coles

e. & oe.

Terms: Net 30 Days Interest @ 1-1/2% per month (18% per year) will be charged on overdue accounts
Remit to: Read Jones Christoffersen Ltd.

Our preferred payment methods are e-transfer (sent to e-deposits@rjc.ca) or EFT (email ar@rjc.ca for banking details).

Please indicate our invoice number on your payment.

Time Rates Billing Summary	
(excludes Disbursements and taxes)	
Current billing	1,141.50
Previous billing	5,000.50
Project to date	6,142.00

Connelly & Company Management Ltd

204 2723 37 Ave N.E.

Calgary AB T1Y 5R8

INVOICE #405024

PROPERTY OWNER(S):

TO: STARKE PLAZA 14 LTD.

C/O GROUP THREE PROP. MGMT INC

SUITE 300, 10240 – 124 STREET

EDMONTON, AB, T5N 3W6

**RE: C/B COMMERCIAL UNIT – POST TENSIONING UPDATE
MAINTENACE EXPANSION & CAPACITY ANALYSIS**

INV#405024 – READ JONES CHRISTOFFERSEN LTD. (VENDOR
INVOICE ATTACHED FOR REFERENCE).

TOTAL DUE: \$3,841.11

GST #101095701 RT 0001

Payment Options:

Please make cheque(s) payable to: Plaza 14 Residential Committee and mailed to:

Connelly & Co Management Ltd.

204, 2723 37 Ave N.E.

Calgary, AB T1Y 5R8

Phone: 403-228-1557 Fax: 403-229-0380



Invoice Date: April 30, 2023

Plaza 14 Condominium

c/o Connelly & Company Management Ltd.
204, 2723 - 37th Avenue NE
Calgary, AB T1Y 5R8
Canada

Plaza 14 - 39
D/R - Apr 20, 2023
Code - 2531

Greg Birrell

Please charge 46.9% to Commercial

Invoice Number 405024
Client Code CONN04
RJC Job No. CAL.028688.0020
PO Number
Bill Currency CAD

Attention: Greg Birrell

Project: Plaza 14 2021 PT Update_Maintenance Expansion and Capacity Analysis						
Components of Service	Contract Value	% Complete To Date	Value Complete to Date	% Complete Previous	Value Previous	Value this Claim
Update Testing	5,000.00	100.00%	5,000.00	100.00%	5,000.00	
Capacity Analysis	4,500.00	100.00%	4,500.00	100.00%	4,500.00	
Expanded Testing	3,500.00	100.00%	3,500.00	100.00%	3,500.00	
Strand Replacement Design	7,500.00	100.00%	7,500.00	100.00%	7,500.00	
Strand Replacement Tender	1,300.00	100.00%	1,300.00	100.00%	1,300.00	
Construction	13,000.00	75.00%	9,750.00	15.00%	1,950.00	7,800.00
Total Fixed Fee	34,800.00		31,550.00		23,750.00	7,800.00
DISBURSEMENTS:						
SUBTOTAL						7,800.00
GST PAYABLE (#10442 9493 RT) at 5%						390.00
TOTAL THIS INVOICE						8,190.00

Reviewed By: Ryan Coles

e. & oe.

Terms: Net 30 Days

Interest @ 1-1/2% per month (18% per year) will be charged on overdue accounts

Remit to: Read Jones Christoffersen Ltd.

Our preferred payment methods are e-transfer (sent to e-deposits@rjc.ca) or EFT (email ar@rjc.ca for banking details).

Please indicate our invoice number on your payment.

Connelly & Company Management Ltd

204 2723 37 Ave N.E.

Calgary AB T1Y 5R8

INVOICE #395249

PROPERTY OWNER(S):

TO: STARKE PLAZA 14 LTD.

C/O GROUP THREE PROP. MGMT INC

SUITE 300, 10240 – 124 STREET

EDMONTON, AB, T5N 3W6

**RE: C/B COMMERCIAL UNIT – POST TENSION MAINTENANCE
CONSTRUCTION**

INV#395249 – READ JONES CHRISTOFFERSEN LTD. (VENDOR
INVOICE ATTACHED FOR REFERENCE).

TOTAL DUE: \$2,287.18

GST #101095701 RT 0001

Payment Options:

Please make cheque(s) payable to: Plaza 14 Residential Committee and mailed to:

Connelly & Co Management Ltd.

204, 2723 37 Ave N.E.

Calgary, AB T1Y 5R8

Phone: 403-228-1557 Fax: 403-229-0380

Date: December 30, 2022

Plaza 14 - 39
D/R - Mar 20, 2023
Code - 2531

Greg Birrell

Connelly & Company Management Ltd.
204, 2723 - 37th Avenue NE
Calgary, AB T1Y 5R8
Canada

Invoice Number 395249
PO Number
Client Code CONN04
RJC Job No. CAL.028688.0024



C/B 46.9% to Commercial

Project: Plaza 14 - PT Maintenance Construction Additional Hourly Rat				Amount
FFF: At time rates to: 12/09/2022				
Employee	Hours	Rate		
Nikolas Marsall-Moritz	0.90	180.00		162.00
Ryan Coles	3.20	275.00		880.00
Ryan Page	27.80	125.00		3,475.00
Melodie Schaller	0.60	85.00		51.00
Amelia Otero	0.90	85.00		76.50
SUBTOTAL				4,644.50
SUBTOTAL				4,644.50
GST PAYABLE (#10442 9493 RT) at 5%				232.23
TOTAL THIS INVOICE				4,876.73

Reviewed By: Ryan Coles

e. & oe.

Terms: Net 30 Days Interest @ 1-1/2% per month (18% per year) will be charged on overdue accounts
Remit to: Read Jones Christoffersen Ltd.

Our preferred payment methods are e-transfer (sent to e-deposits@rjc.ca) or EFT (email ar@rjc.ca for banking details).

Please indicate our invoice number on your payment.

Time Rates Billing Summary

(excludes Disbursements and taxes)

Current billing	4,644.50
Previous billing	0.00
Project to date	4,644.50

Connelly & Company Management Ltd

204 2723 37 Ave N.E.

Calgary AB T1Y 5R8

INVOICE #400321

PROPERTY OWNER(S):

TO: STARKE PLAZA 14 LTD.

C/O GROUP THREE PROP. MGMT INC

SUITE 300, 10240 – 124 STREET

EDMONTON, AB, T5N 3W6

**RE: C/B COMMERCIAL UNIT – POST TENSION CONSTRUCTION
MAINTENANCE**

INV#400321 – READ JONES CHRISTOFFERSEN LTD. (VENDOR
INVOICE ATTACHED FOR REFERENCE).

TOTAL DUE: \$175.31

GST #101095701 RT 0001

Payment Options:

Please make cheque(s) payable to: Plaza 14 Residential Committee and mailed to:

Connelly & Co Management Ltd.

204, 2723 37 Ave N.E.

Calgary, AB T1Y 5R8

Phone: 403-228-1557 Fax: 403-229-0380

Date: February 28, 2023

Plaza 14 - 39
D/R - Mar 3, 2023
Code - 2531

Greg Birrell



Connelly & Company Management Ltd.
204, 2723 - 37th Avenue NE
Calgary, AB T1Y 5R8
Canada

C/B 46.9% to Commercial

Invoice Number 400321
PO Number
Client Code CONN04
RJC Job No. CAL.028688.0024

Project: Plaza 14 - PT Maintenance Construction Additional Hourly Rat				Amount
FFF: At time rates to: 02/17/2023				
	Employee	Hours	Rate	
	Ryan Coles	0.30	285.00	85.50
	Ryan Page	2.10	128.81	270.50
	SUBTOTAL			356.00
SUBTOTAL				356.00
GST PAYABLE (#10442 9493 RT) at 5%				17.80
TOTAL THIS INVOICE				373.80

Reviewed By: Ryan Coles

e. & oe.

Terms: Net 30 Days Interest @ 1-1/2% per month (18% per year) will be charged on overdue accounts
Remit to: Read Jones Christoffersen Ltd.

Our preferred payment methods are e-transfer (sent to e-deposits@rjc.ca) or EFT (email ar@rjc.ca for banking details).
Please indicate our invoice number on your payment.

Time Rates Billing Summary

(excludes Disbursements and taxes)

Current billing	356.00
Previous billing	4,644.50
Project to date	5,000.50

Connelly & Company Management Ltd

204 2723 37 Ave N.E.

Calgary AB T1Y 5R8

INVOICE #400322

PROPERTY OWNER(S):

TO: STARKE PLAZA 14 LTD.

C/O GROUP THREE PROP. MGMT INC

SUITE 300, 10240 – 124 STREET

EDMONTON, AB, T5N 3W6

**RE: C/B COMMERCIAL UNIT – GROUND FLOOR MOISTURE
SEEPAGE REPAIR**

INV#400322 – READ JONES CHRISTOFFERSEN LTD. (VENDOR
INVOICE ATTACHED FOR REFERENCE).

TOTAL DUE: \$125.39

GST #101095701 RT 0001

Payment Options:

Please make cheque(s) payable to: Plaza 14 Residential Committee and mailed to:

Connelly & Co Management Ltd.

204, 2723 37 Ave N.E.

Calgary, AB T1Y 5R8

Phone: 403-228-1557 Fax: 403-229-0380

Date: February 28, 2023

C/B 46.9% to Commercial



Connelly & Company Management Ltd.
204, 2723 - 37th Avenue NE
Calgary, AB T1Y 5R8
Canada

Attention: Greg Birrell

Plaza 14 - 39
D/R - Mar 20, 2023
Code - 2531

Greg Birrell

Invoice Number 400322
PO Number
Client Code CONN04
RJC Job No. CAL.028688.0025

Project: Plaza 14 – Ground Floor Moisture Seepage Repair TR				Amount
FFF: At time rates to: 02/17/2023				
	Employee	Hours	Rate	
	Ryan Page	1.80	130.00	234.00
	Melodie Schaller	0.10	85.00	8.50
	SUBTOTAL			242.50
Disbursements	Disbursements % of Fees			12.13
SUBTOTAL				254.63
GST PAYABLE (#10442 9493 RT) at 5%				12.73
TOTAL THIS INVOICE				267.36

Reviewed By: Ryan Coles

e. & oe.

Terms: Net 30 Days Interest @ 1-1/2% per month (18% per year) will be charged on overdue accounts
Remit to: Read Jones Christoffersen Ltd.

Our preferred payment methods are e-transfer (sent to e-deposits@rjc.ca) or EFT (email ar@rjc.ca for banking details).
Please indicate our invoice number on your payment.

Time Rates Billing Summary	
(excludes Disbursements and taxes)	
Current billing	242.50
Previous billing	0.00
Project to date	242.50

Connelly & Company Management Ltd

204 2723 37 Ave N.E.

Calgary AB T1Y 5R8

INVOICE #410882

PROPERTY OWNER(S):

TO: STARKE PLAZA 14 LTD.

C/O GROUP THREE PROP. MGMT INC

SUITE 300, 10240 – 124 STREET

EDMONTON, AB, T5N 3W6

**RE: C/B COMMERCIAL UNIT – POST TENSION SYSTEM
MAINTENANCE**

INV#410882 – READ JONES CHRISTOFFERSEN LTD. (VENDOR
INVOICE ATTACHED FOR REFERENCE).

TOTAL DUE: \$1,546.29

GST #101095701 RT 0001

Payment Options:

Please make cheque(s) payable to: Plaza 14 Residential Committee and mailed to:

Connelly & Co Management Ltd.

204, 2723 37 Ave N.E.

Calgary, AB T1Y 5R8

Phone: 403-228-1557 Fax: 403-229-0380

Plaza 14 - 39
D/R - Jul 7, 2023
Code - 2531
Greg Birrell



Invoice Date: June 30, 2023

Plaza 14 Condominium
c/o Connelly & Company Management Ltd.
204, 2723 - 37th Avenue NE
Calgary, AB T1Y 5R8
Canada

Please C/B Commercial 46.9%

Invoice Number 410882
Client Code CONN04
RJC Job No. CAL.028688.0020
PO Number
Bill Currency CAD

Attention: Greg Birrell

Project: Plaza 14 2021 PT Update_Maintenance Expansion and Capacity Analysis						
Components of Service	Contract Value	% Complete To Date	Value Complete to Date	% Complete Previous	Value Previous	Value this Claim
Update Testing	5,000.00	100.00%	5,000.00	100.00%	5,000.00	
Capacity Analysis	4,500.00	100.00%	4,500.00	100.00%	4,500.00	
Expanded Testing	3,500.00	100.00%	3,500.00	100.00%	3,500.00	
Strand Replacement Design	7,500.00	100.00%	7,500.00	100.00%	7,500.00	
Strand Replacement Tender	1,300.00	100.00%	1,300.00	100.00%	1,300.00	
Construction	15,700.00	100.00%	15,700.00	80.00%	12,560.00	3,140.00
Total Fixed Fee	37,500.00		37,500.00		34,360.00	3,140.00
DISBURSEMENTS:						
SUBTOTAL						3,140.00
GST PAYABLE (#10442 9493 RT) at 5%						157.00
TOTAL THIS INVOICE						3,297.00

Reviewed By: Ryan Coles

e. & oe.

Terms: Net 30 Days
Interest @ 1-1/2% per month (18% per year) will be charged on overdue accounts

Remit to: Read Jones Christoffersen Ltd.

Our preferred payment methods are e-transfer (sent to e-deposits@rjc.ca) or EFT (email ar@rjc.ca for banking details).

Please indicate our invoice number on your payment.

Connelly & Company Management Ltd

204 2723 37 Ave N.E.

Calgary AB T1Y 5R8

INVOICE #46954

PROPERTY OWNER(S):

TO: STARKE PLAZA 14 LTD.

C/O GROUP THREE PROP. MGMT INC

SUITE 300, 10240 – 124 STREET

EDMONTON, AB, T5N 3W6

**RE: C/B COMMERCIAL UNIT – SERVICE CALL OUT FOR LEAK
COMING FROM COMMIERCAL UNIT**

INV#46954 – TROTTER & MORTON FACILITY SERVICES INC.
(VENDOR INVOICE ATTACHED FOR REFERENCE).

TOTAL DUE: \$502.95

GST #101095701 RT 0001

Payment Options:

Please make cheque(s) payable to: Plaza 14 Residential Committee and mailed to:

Connelly & Co Management Ltd.

204, 2723 37 Ave N.E.

Calgary, AB T1Y 5R8

Phone: 403-228-1557 Fax: 403-229-0380



Trotter & Morton Facility Services, Inc.
5711 1 STREET SE
CALGARY, AB T2H 1H9

Invoice: 46954
Invoice Date: 11/14/22
Due Date: 11/24/22

ATTN: GREG BIRRELL
PLAZA 14 CC#8111330
C/O CONNELLY & COMPANY MANAGEMENT LTD
204, 2723 37 AVENUE NE
CALGARY, AB T1Y 5R8

Plaza 14 - 39
D/R - Dec 1, 2022
Code - C/B Commercial 100%

Greg Birrell

Customer / Site: 342 / 342-001
Agreement: C0909

Services performed at: PLAZA 14 CC#8111330
1505 8 AVENUE N.W.
C/O CONNELLY & COMPANY MANAGEMENT
LTD
CALGARY, AB

Work Order: 48937

Professional Linc Service Preventive Maintenance is performed regularly and invoiced separately. This invoice is for authorized work outside the scope of your current Agreement.

Date of Service	Description	Quantity	Price Total	Tax Amount	Total
Labor					
10/30/22	KELLOWAY,STEVE	2.00	420.00	21.00	441.00
Labor Subtotal:			420.00	21.00	441.00
Mileage					
10/30/22	TRUCK CHARGE		59.00	2.95	61.95
Mileage Subtotal:			59.00	2.95	61.95
Subtotal:			479.00	23.95	502.95

Description of Work

Work Order: 48937

Work Order Notes:

10/30. Sk. Unit 420, Arrived on site and found an outside contractor working on a leak in the commercial side of the building. They had the water shut off to the building. They turned the water back on just as I arrived on site.

GST #89361 7985 RT0002

Subtotal: 479.00
GST Tax: 23.95
PST Tax: 0.00
Total: 502.95

Terms: Net 10 Days

PLEASE REMIT FUNDS IN CANADIAN DOLLARS. THANK YOU FOR YOUR BUSINESS! VISA AND MASTERCARD ACCEPTED. E.&O.E. INTEREST OF 2% PER MONTH (24% ANNUM) WILL BE CHARGED ON ALL OVERDUE ACCOUNTS.

Remit To: Trotter & Morton Facility Services, Inc.
5711 1 STREET SE
CALGARY, AB T2H 1H9

Phone: 403-255-7535
Fax: 403-640-0767



Connelly & Company Management Ltd

204 2723 37 Ave N.E.

Calgary AB T1Y 5R8

INVOICE #1106

PROPERTY OWNER(S):

TO: STARKE PLAZA 14 LTD.

C/O GROUP THREE PROP. MGMT INC

SUITE 300, 10240 – 124 STREET

EDMONTON, AB, T5N 3W6

**RE: C/B COMMERCIAL UNIT – POST TENSION SYSTEM MAINT. -
HOLDBACKS**

INV#1106 – DAY 1 CONTRACTING (VENDOR INVOICE
ATTACHED FOR REFERENCE).

TOTAL DUE: \$9,847.61

GST #101095701 RT 0001

Payment Options:

Please make cheque(s) payable to: Plaza 14 Residential Committee and mailed to:

Connelly & Co Management Ltd.

204, 2723 37 Ave N.E.

Calgary, AB T1Y 5R8

Phone: 403-228-1557 Fax: 403-229-0380

June 19, 2023

See Page 4 for Approval



Engineers

Greg Birrell
Connelly & Company Management Ltd.
204, 2723 – 37 Avenue NE
Calgary, AB T1Y 5R8
greg@connellymanagement.com

Dear Greg Birrell,

**RE: Plaza 14 2021 PT Maintenance
Plaza 14 Condominium (Condominium Corporation No. 8111330)
1505 – 8 Avenue NW, Calgary, AB**

RJC No. CAL.028688.0020

Please find enclosed documentation received from Day 1 Contracting on June 15, 2023 and described as follows:

- .1 Invoice No. 1106 dated June 7, 2023, totaling \$20,997.04 (including G.S.T).
- .2 Certificate of Substantial Performance dated June 15, 2023.
- .3 Workers Compensation Board Clearance letter dated June 8, 2023.

We have reviewed the documents and find that they appear to be in order. Please find enclosed a copy of our Certificate for Payment 04 which reflects the invoice total. We therefore recommend that **payment be made directly to Day 1 Contracting.**

Certifying payment of invoice No. 1106 represents release of the lien holdback funds for the work completed to date. The lien release payment is payable 45 days after substantial performance and is due after July 24, 2023. Prior to release of the holdback amount, we recommend a search of the property title(s) be performed to ensure no liens related to this project have been registered.

Plaza 14 2021 PT Maintenance
Plaza 14 Condominium (Condominium Corporation No. 8111330)
1505 – 8 Avenue NW, Calgary, AB

RJC No. CAL.028688.0020

June 19, 2023

Page 2



Yours truly,

READ JONES CHRISTOFFERSEN LTD.

Reviewed by:

A handwritten signature in blue ink, appearing to read 'C. Leitch'.

Cameron Leitch, BSc, EIT
Engineer-In-Training

A handwritten signature in blue ink, appearing to read 'Ryan Coles'.

Ryan Coles, BSc, P.Eng. LCCI
Principal

CDL/



This certificate is prepared for the exclusive use of the Owner. Read Jones Christoffersen Ltd. does not assume responsibility for use of this certificate by others. Issuance of this certificate does not imply acceptance of the Work in place by Read Jones Christoffersen Ltd. or the Owner. The Contractor remains responsible for performance of all work in conformity with the Contract Documents. As used herein, the word "certify" shall mean an expression of the Consultant's professional opinion to the best of its information, knowledge, and belief and does not constitute a warranty or guarantee by the Consultant.

This is to certify that in accordance with the Contract dated: **March 28, 2022**

Day 1 Contracting

is entitled (subject to possible claims of any others, such as lien holders) to a payment of:

\$20,997.04 (includes GST/HST where applicable)

(Twenty Thousand Nine Hundred Ninety Seven 04 /100 Dollars)

1.	Original Contract Price.....	\$	149,125.00	
2.	Authorized Additions.....	\$	50,846.76	
3.	Authorized Deductions.....	\$	0.00	
4.	Contract Price to Date (1 + 2 - 3).....	\$	199,971.76	
5.	Estimated Value of Work Done to Date.....	\$	199,971.76	
6.	Statutory Lien Holdback (10% of 5).....	\$	19,997.18	
7.	Statutory Lien Holdback Released.....	\$	19,997.18	
8.	Current Statutory Lien Holdback (6 - 7).....	\$	0.00	
9.	Total Certified to Date (5 - 8).....	\$	199,971.76	
10.	Amount Previously Certified (9 from previous certificate).....	\$	179,974.58	
11.	Amount of this Certificate (9 - 10).....	\$	19,997.18	
12.	GST on Amount Certified (5% of 11).....	\$	999.86	
13.	Total Remittance To Contractor This Certificate (11 + 12).....	\$	20,997.04	
14.	Balance of Unpaid Contract (4 - 9).....	\$	0.00	

Per:

READ JONES CHRISTOFFERSEN LTD.

Date

June 19, 2023

For the Period

From: June 9, 2023

To: June 9, 2023

Contractor

Day 1 Contracting

PO Box 712, Okotoks, AB T1S 1A8

Owner

Plaza 14 Condominium
Corporation No. 8111330

1505 - 8 Avenue NW, Calgary,
AB

Distribution

CONTRACTOR:

Chris Daley
Dan Daley

OWNER:

Greg Birrell
Michael Ellsworth

CONSULTANT(S) - RJC:

Ryan Coles
Ryan Page

Project Name

Plaza 14 - 2022 Post-
Tensioning System
Maintenance

Project No.

CAL.028688.0020

Please charge 46.9% to Commercial

Plaza 14 - 39
D/R - Jun 20, 2023
Code - 2531

Invoice # 1106
June 7, 2023



Day 1 Contracting

PO Box 712
Okotoks AB
T1S 1A8
403-938-5342

Registered GST # 868668476 RT0001

Greg Birrell

BILL TO

Plaza 14 Condominium Corporation No. 8111330

c/o Connolly & Company Management Ltd.
204, 2723 - 37th Avenue NE
Calgary, AB T1Y 5R8

Plaza 14 - 2022 Post-Tensioning System Maintenance - Holdbacks

Quantity	Item description	Unit price	Item total
	Invoice #1071 December 6, 2022		\$ 2,216.00
	Invoice #1096 April 27, 2023		\$ 6,985.80
	Invoice #1105 June 7, 2023		\$ 10,795.38
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -

Subtotal:	\$	19,997.18
5% GST:	\$	999.86
TOTAL:	\$	20,997.04

**CERTIFICATE OF SUBSTANTIAL PERFORMANCE
OF PRIME CONTRACT**

(Pursuant to Alberta Builders' Lien Act, Latest Revision)

To Plaza 14 Condominium Corporation No. 8111330 Owner
Project Plaza 14 - 2022 Post Tensioning System
Maintenance
Address 1505 - 8 Avenue NW, Calgary, AB.

In accordance with the contract dated March 28, 2022
between Plaza 14 Condominium Corporation No. 8111330, the
owner, and Day 1 Contracting

the contractor, the contractor hereby certifies that, WITH EXCEPTION OF THE ITEMS LISTED ON THE ATTACHED PAGE.

Delete
either
(a) or
(b) of
Item 1.

1. (a) The work or a substantial part thereof is ready for use,
or
(b) The work is being used for the purposes intended;

AND

2. The work to be done under the contract is capable of completion or correction at a cost of not more than

\$.....

The contractor and its subcontractors shall continue to work towards total completion. Holdback monies withheld under the contract are due and payable in accordance with the time period stipulated by the Builders' Lien Act.

Signed by [Signature] Date June 15, 2023

Distribution: Owner
Prime Consultant
Jobsite Posting

ACA DOCUMENT C
Supplementary 1
03/1997
Rev. 12/2005

9912 - 107 Street
PO Box 2415
Edmonton AB T5J 2S5

Email: ebusiness.support@wcb.ab.ca
Tel: (780) 498-3999 (1-866-922-9221)
Fax: (780) 498-7999
WCB website: www.wcb.ab.ca

June 8, 2023

Reference Number:

PLAZA 14 CONDOMINIUM CORPORATION NO. 8111330
1505 8 AVENUE NW
CALGARY AB T2N 4N7

Dear Sir or Madam:

Re: JOHN CHRISTOPHER DALEY
PO BOX 712 STN MAIN
OKOTOKS AB T1S 1A8

The above named subcontractor has an account with WCB-Alberta in the following industry(ies):

account	trade names(s)/industry	effective date	coverage
8411821	DAY 1 CONTRACTING CONCRETE SERVICES	Jul 01, 2011	worker coverage personal coverage for: JOHN CHRISTOPHER DALEY

Thank you for checking into the status of this contractor or subcontractor. Under Section 126 of the Workers' Compensation Act, you are responsible for obtaining a clearance on your contractor or subcontractor, in order to release you from any liability for unpaid WCB premiums owed by them. Please ensure clearance has been issued in the correct name and that there is coverage in the industry(ies) for which work was performed.

Please accept this letter as a clearance for work completed between the effective date of the account and the date of this letter. For this account, you are cleared of any liability under Section 126 of the Workers' Compensation Act up to the date of this letter. Any holdback may be released for contracts completed, and/or for work completed to the date of this letter. For an account that shows closed under the effective date, the clearance is only valid for work completed up to the close date. If work has not started, obtain a clearance prior to releasing final payment.

Please note, if any directors of the corporation are injured at work, you are protected from lawsuit if they have personal coverage. If they do not have personal coverage, you may not be protected in the case of a workplace injury.

If your contractor or subcontractor is performing work outside Alberta, contact the WCB in that jurisdiction to determine your clearance and any other WCB requirements.

Any alteration of this document is strictly prohibited.

Yours truly,

eBusiness Support Team (14175470)

Connelly & Company Management Ltd

204 2723 37 Ave N.E.

Calgary AB T1Y 5R8

INVOICE #1108

PROPERTY OWNER(S):

TO: STARKE PLAZA 14 LTD.

C/O GROUP THREE PROP. MGMT INC

SUITE 300, 10240 – 124 STREET

EDMONTON, AB, T5N 3W6

**RE: C/B COMMERCIAL UNIT – RESTURANT CRACK REPAIR –
HOLDBACK**

INV#1108 – DAY 1 CONTRACTING (VENDOR INVOICE
ATTACHED FOR REFERENCE).

TOTAL DUE: \$360.94

GST #101095701 RT 0001

Payment Options:

Please make cheque(s) payable to: Plaza 14 Residential Committee and mailed to:

Connelly & Co Management Ltd.

204, 2723 37 Ave N.E.

Calgary, AB T1Y 5R8

Phone: 403-228-1557 Fax: 403-229-0380

June 19, 2023



Engineers

Greg Birrell
Connelly & Company Management Ltd.
204, 2723 – 37 Avenue NE
Calgary, AB T1Y 5R8
greg@connellymanagement.com

Dear Greg Birrell,

RE: Plaza 14- Ground Floor Seepage Repair

RJC No. CAL.028688.0025

**Plaza 14 Condominium (Condominium Corporation No. 8111330)
1505 – 8 Avenue NW, Calgary, AB**

Please find enclosed documentation received from Day 1 Contracting on June 15, 2023 and described as follows:

- .1 Invoice No. 1108 dated June 13, 2023, totaling \$360.94 (including G.S.T).
- .2 Workers Compensation Board Clearance Letter dated June 8, 2023.

We have reviewed the documents and find that they appear to be in order. We therefore recommend that **payment be made directly to Day 1 Contracting.**

Please be aware that this invoice represents the release of the lien holdback funds for the work completed to date. The lien release payment is payable 45 days after substantial performance and is due after July 24, 2023. Prior to release of the holdback amount, we recommend a search of the property title(s) be performed to ensure no liens related to this project have been registered.

Yours truly,

READ JONES CHRISTOFFERSEN LTD.

Reviewed by:

A handwritten signature in blue ink, appearing to read 'C. Leitch'.

Cameron Leitch, BASc, EIT
Engineer-In-Training

A handwritten signature in blue ink, appearing to read 'Ryan Coles'.

Ryan Coles, BSc, P.Eng. LCCI
Principal

Please charge 100% to Commercial

Invoice # 1108

June 13, 2023



Day 1 Contracting

PO Box 712

Okotoks AB

T1S 1A8

403-938-5342

Registered GST # 868668476 RT0001

BILL TO

Plaza 14 Condominium Corporation No. 8111330

c/o Connolly & Company Management Ltd.

204, 2723 - 37th Avenue NE

Calgary, AB T1Y 5R8

Plaza 14 - Restaurant Crack Repair - Holdback

Quantity	Item description	Unit price	Item total
	Invoice 1107 - June 13, 2023		\$ 343.75
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -

Subtotal: \$ 343.75

5% GST: \$ 17.19

TOTAL: \$ 360.94

9912 - 107 Street
PO Box 2415
Edmonton AB T5J 2S5

Email: ebusiness.support@wcb.ab.ca
Tel: (780) 498-3999 (1-866-922-9221)
Fax: (780) 498-7999
WCB website: www.wcb.ab.ca

June 8, 2023

Reference Number:

PLAZA 14 CONDOMINIUM CORPORATION NO. 8111330
1505 8 AVENUE NW
CALGARY AB T2N 4N7

Dear Sir or Madam:

Re: JOHN CHRISTOPHER DALEY
PO BOX 712 STN MAIN
OKOTOKS AB T1S 1A8

The above named subcontractor has an account with WCB-Alberta in the following industry(ies):

account	trade names(s)/industry	effective date	coverage
8411821	DAY 1 CONTRACTING CONCRETE SERVICES	Jul 01, 2011	worker coverage personal coverage for: JOHN CHRISTOPHER DALEY

Thank you for checking into the status of this contractor or subcontractor. Under Section 126 of the Workers' Compensation Act, you are responsible for obtaining a clearance on your contractor or subcontractor, in order to release you from any liability for unpaid WCB premiums owed by them. Please ensure clearance has been issued in the correct name and that there is coverage in the industry(ies) for which work was performed.

Please accept this letter as a clearance for work completed between the effective date of the account and the date of this letter. For this account, you are cleared of any liability under Section 126 of the Workers' Compensation Act up to the date of this letter. Any holdback may be released for contracts completed, and/or for work completed to the date of this letter. For an account that shows closed under the effective date, the clearance is only valid for work completed up to the close date. If work has not started, obtain a clearance prior to releasing final payment.

Please note, if any directors of the corporation are injured at work, you are protected from lawsuit if they have personal coverage. If they do not have personal coverage, you may not be protected in the case of a workplace injury.

If your contractor or subcontractor is performing work outside Alberta, contact the WCB in that jurisdiction to determine your clearance and any other WCB requirements.

Any alteration of this document is strictly prohibited.

Yours truly,

eBusiness Support Team (14175470)

Connelly & Company Management Ltd

204 2723 37 Ave N.E.

Calgary AB T1Y 5R8

INVOICE #1107

PROPERTY OWNER(S):

TO: STARKE PLAZA 14 LTD.

C/O GROUP THREE PROP. MGMT INC

SUITE 300, 10240 – 124 STREET

EDMONTON, AB, T5N 3W6

RE: C/B COMMERCIAL UNIT – RESTURANT CRACK REPAIR

INV#1107 – DAY 1 CONTRACTING (VENDOR INVOICE
ATTACHED FOR REFERENCE).

TOTAL DUE: \$3,248.44

GST #101095701 RT 0001

Payment Options:

Please make cheque(s) payable to: Plaza 14 Residential Committee and mailed to:

Connelly & Co Management Ltd.

204, 2723 37 Ave N.E.

Calgary, AB T1Y 5R8

Phone: 403-228-1557 Fax: 403-229-0380

June 19, 2023



Engineers

Greg Birrell
Connelly & Company Management Ltd.
204, 2723 – 37 Avenue NE
Calgary, AB T1Y 5R8
greg@connellymanagement.com

Dear Greg Birrell,

RE: Plaza 14- Ground Floor Seepage Repair
Plaza 14 Condominium (Condominium Corporation No. 8111330)
1505 – 8 Avenue NW, Calgary, AB

RJC No. CAL.028688.0025

Please find enclosed documentation received from Day 1 Contracting on June 15, 2023 and described as follows:

- .1 Invoice No. 1107 dated June 13, 2023, totaling \$3,248.44 (including G.S.T).
- .2 Workers Compensation Letter dated June 8, 2023.

We have reviewed the documents and find that they appear to be in order. We therefore recommend that **payment be made directly to Day 1 Contracting.**

Yours truly,

READ JONES CHRISTOFFERSEN LTD.

Reviewed by:

A handwritten signature in blue ink, appearing to read 'C. Leitch'.

Cameron Leitch, BSc, EIT
Engineer-In-Training

A handwritten signature in blue ink, appearing to read 'Ryan Coles'.

Ryan Coles, BSc, P.Eng. LCCI
Principal

CDL/

CAL.028688.0020-LTR-20230619-CDL-Invoice Review Letter HB.docx

Please charge 100% to Commercial



Day 1 Contracting

PO Box 712

Okotoks AB

T1S 1A8

403-938-5342

Registered GST # 868668476 RT0001

Plaza 14 - 39
D/R - Jun 15, 2023
Code - 2531

Greg Birrell
Plaza 14 Condom

Invoice # 1107

June 13, 2023

BILL TO

Plaza 14 Condominium Corporation No. 8111330

c/o Connelly & Company Management Ltd.

204, 2723 - 37th Avenue NE

Calgary, AB T1Y 5R8

Plaza 14 - Restaurant Crack Repair

[illegible]

Minus 10% Holdback:	\$	343.75
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<i>Subtotal:</i>	\$	3,093.75
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5% GST:	\$	154.69
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TOTAL:	\$	3,248.44
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9912 - 107 Street
PO Box 2415
Edmonton AB T5J 2S5

Email: ebusiness.support@wcb.ab.ca
Tel: (780) 498-3999 (1-866-922-9221)
Fax: (780) 498-7999
WCB website: www.wcb.ab.ca

June 8, 2023

Reference Number:

PLAZA 14 CONDOMINIUM CORPORATION NO. 8111330
1505 8 AVENUE NW
CALGARY AB T2N 4N7

Dear Sir or Madam:

Re: JOHN CHRISTOPHER DALEY
PO BOX 712 STN MAIN
OKOTOKS AB T1S 1A8

The above named subcontractor has an account with WCB-Alberta in the following industry(ies):

account	trade names(s)/industry	effective date	coverage
8411821	DAY 1 CONTRACTING CONCRETE SERVICES	Jul 01, 2011	worker coverage personal coverage for: JOHN CHRISTOPHER DALEY

Thank you for checking into the status of this contractor or subcontractor. Under Section 126 of the Workers' Compensation Act, you are responsible for obtaining a clearance on your contractor or subcontractor, in order to release you from any liability for unpaid WCB premiums owed by them. Please ensure clearance has been issued in the correct name and that there is coverage in the industry(ies) for which work was performed.

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Please note, if any directors of the corporation are injured at work, you are protected from lawsuit if they have personal coverage. If they do not have personal coverage, you may not be protected in the case of a workplace injury.

If your contractor or subcontractor is performing work outside Alberta, contact the WCB in that jurisdiction to determine your clearance and any other WCB requirements.

Any alteration of this document is strictly prohibited.

Yours truly,

eBusiness Support Team (14175470)

Connelly & Company Management Ltd

204 2723 37 Ave N.E.

Calgary AB T1Y 5R8

INVOICE #1105

PROPERTY OWNER(S):

TO: STARKE PLAZA 14 LTD.

C/O GROUP THREE PROP. MGMT INC

SUITE 300, 10240 – 124 STREET

EDMONTON, AB, T5N 3W6

**RE: C/B COMMERCIAL UNIT – POST TENSION SYSTEM
MAINTENANCE**

INV#1105 – DAY 1 CONTRACTING (VENDOR INVOICE
ATTACHED FOR REFERENCE).

TOTAL DUE: \$47,845.64

GST #101095701 RT 0001

Payment Options:

Please make cheque(s) payable to: Plaza 14 Residential Committee and mailed to:

Connelly & Co Management Ltd.

204, 2723 37 Ave N.E.

Calgary, AB T1Y 5R8

Phone: 403-228-1557 Fax: 403-229-0380

June 19, 2023



Engineers

Greg Birrell
Connelly & Company Management Ltd.
204, 2723 – 37 Avenue NE
Calgary, AB T1Y 5R8
greg@connellymanagement.com

Dear Greg Birrell,

RE: Plaza 14 2021 PT Maintenance
Plaza 14 Condominium (Condominium Corporation No. 8111330)
1505 – 8 Avenue NW, Calgary, AB

RJC No. CAL.028688.0020

Please find enclosed documentation received from Day 1 Contracting on June 15, 2023 and described as follows:

- .1 Invoice No. 1105 dated June 7, 2023, totaling \$102,016.30 (including G.S.T).
- .2 Statutory Declaration of Progress Payment dated June 8, 2023
- .3 Works Compensation Clearance Letter Dated June 8, 2023

We have reviewed the documents and find that they appear to be in order. Please find enclosed a copy of our Certificate for Payment 03 which reflects the invoice total. We therefore recommend that **payment be made directly to Day 1 Contracting.**

Yours truly,

READ JONES CHRISTOFFERSEN LTD.

Reviewed by:

A handwritten signature in blue ink, appearing to read 'C. Leitch'.

Cameron Leitch, BSc, EIT
Engineer-In-Training

A handwritten signature in blue ink, appearing to read 'Ryan Coles'.

Ryan Coles, BSc, P.Eng. LCCI
Principal

CDL/



This certificate is prepared for the exclusive use of the Owner. Read Jones Christoffersen Ltd. does not assume responsibility for use of this certificate by others. Issuance of this certificate does not imply acceptance of the Work in place by Read Jones Christoffersen Ltd. or the Owner. The Contractor remains responsible for performance of all work in conformity with the Contract Documents. As used herein, the word "certify" shall mean an expression of the Consultant's professional opinion to the best of its information, knowledge, and belief and does not constitute a warranty or guarantee by the Consultant.

This is to certify that in accordance with the Contract dated: **March 28, 2022**

Day 1 Contracting

is entitled (subject to possible claims of any others, such as lien holders) to a payment of:

\$102,016.30 (includes GST/HST where applicable)

(One Hundred Two Thousand Sixteen 30 /100 Dollars)

1.	Original Contract Price.....	\$	149,125.00	
2.	Authorized Additions.....	\$	50,846.76	
3.	Authorized Deductions.....	\$	0.00	
4.	Contract Price to Date (1 + 2 - 3).....	\$	199,971.76	
5.	Estimated Value of Work Done to Date.....	\$	199,971.76	
6.	Statutory Lien Holdback (10% of 5).....	\$	19,997.18	
7.	Statutory Lien Holdback Released.....	\$	0.00	
8.	Current Statutory Lien Holdback (6 - 7).....	\$	19,997.18	
9.	Total Certified to Date (5 - 8).....	\$	179,974.58	
10.	Amount Previously Certified (9 from previous certificate).....	\$	82,816.20	
11.	Amount of this Certificate (9 - 10).....	\$	97,158.38	
12.	GST on Amount Certified (5% of 11).....	\$	4,857.92	
13.	Total Remittance To Contractor This Certificate (11 + 12).....	\$	102,016.30	
14.	Balance of Unpaid Contract (4 - 9).....	\$	19,997.18	

Per:

READ JONES CHRISTOFFERSEN LTD.

Date

June 19, 2023

For the Period

From: April 29, 2023

To: June 9, 2023

Contractor

Day 1 Contracting

PO Box 712, Okotoks, AB T1S 1A8

Owner

Plaza 14 Condominium
Corporation No. 8111330

1505 - 8 Avenue NW, Calgary,
AB

Distribution

CONTRACTOR:

Chris Daley
Dan Daley

OWNER:

Greg Birrell
Michael Ellsworth

CONSULTANT(S) - RJC:

Ryan Coles
Ryan Page

Project Name

Plaza 14 - 2022 Post-
Tensioning System
Maintenance

Project No.

CAL.028688.0020

Please charge 46.9% to Commercial



Day 1 Contracting

PO Box 712

Okotoks AB

T1S 1A8

403-938-5342

Registered GST # 868668476 RT0001

Plaza 14 - 39
D/R - Jun 20, 2023
Code - 2531

Greg Birrell

Invoice # 1105

June 7, 2023

BILL TO

Plaza 14 Condominium Corporation No. 8111330

c/o Connolly & Company Management Ltd.

204, 2723-37th Avenue NE

Calgary, AB T1Y 5R8

Plaza 14 - 2022 Post-Tensioning System Maintenance - Final Invoice

Quantity	Item description	Unit price	Item total
0.25	1.1 25% General Requirements	\$ 11,200.00	\$ 2,800.00
3	1.3 Eruption Plate 3rd, 4th, 5th FL	\$ 150.00	\$ 450.00
	1.5 Efforescence Underside G FL Slab		\$ 2,250.00
3	2.1.1 E/W Through Tendons	\$ 2,600.00	\$ 7,800.00
3	2.3.1 E/W Through Tendons	\$ 3,000.00	\$ 9,000.00
3	2.4.1 E/W Add ons	\$ 2,800.00	\$ 8,400.00
2	2.5.2 N/S Through Tendons	\$ 2,800.00	\$ 5,600.00
1	2.6.2 N/S Add on	\$ 3,000.00	\$ 3,000.00
5	2.7 New Cover Plates	\$ 100.00	\$ 500.00
	2.12 New access hatch exchanged for insulation		\$ 400.00
	2.13 10.3 LM TDC Crack Sealing @ \$75/LM		\$ 772.50
	2.14 38.88 sq m TDC Full System @ \$200/ sq m		\$ 7,776.00
	2.15 6.11 sq m Delam @ \$950/ sq m		\$ 5,804.50
	2.16 1.74 sq m Soffitt Delam @ \$1500/ sq m		\$ 2,610.00
	1.2 Blockages		\$ 18,292.00
			\$ -
	From Change Order # 2		\$ -
8	Tendons G FL 1F	\$ 3,000.00	\$ 24,000.00
	Shoring		\$ 3,208.00
	Stress Box		\$ 1,442.00
			\$ -
	From Change Order # 3		\$ -
	Blockages Allowance Overage		\$ 3,548.76
	Eruption Plate		\$ 300.00
			\$ -
			\$ -
			\$ 107,953.76
	Minus 10% Holdback:	\$	10,795.38
	Subtotal:	\$	97,158.38
	5% GST:	\$	4,857.92
	TOTAL:	\$	102,016.30

Statutory Declaration of Progress Payment Distribution by Contractor

Standard Construction Document

CCDC 9A - 2001

To be made by the Contractor prior to payment when required as a condition for either:

- ☒ second and subsequent progress payments; or
☒ release of holdback.

The last application for progress payment for which the Declarant has received payment is No. 1096
dated the 27 day of April,
in the year 2023.

Identification of Contract

Name of Contract (Location and description of the Work as it appears in the Contract Documents)

Plaza 14 - 2022 Post Tensioning System Maintenance
1505 - 8 Avenue NW, Calgary, AB

Date of Contract: 28 March 2022
Day Month Year

Name of Owner

Plaza 14 Condominium
Corporation No. 8111330

Name of Contractor

Day 1 Contracting

Identification of Declarant

Name of Declarant

CHRIS DALEY

Position or Title (of office held with Contractor)

OWNER

Declaration

I solemnly declare that, as of the date of this declaration, I am an authorized signing officer, partner or sole proprietor of the Contractor named in the Contract identified above, and as such have authority to bind the Contractor, and have personal knowledge of the fact that all accounts for labour, subcontracts, products, services, and construction machinery and equipment which have been incurred directly by the Contractor in the performance of the work as required by the Contract, and for which the Owner might in any way be held responsible, have been paid in full as required by the Contract up to and including the latest progress payment received, as identified above, except for:

- 1) holdback monies properly retained,
- 2) payments deferred by agreement, or
- 3) amounts withheld by reason of legitimate dispute which have been identified to the party or parties, from whom payment has been withheld.

I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath.

Declared before me in Okotoks, Alberta this 8 day of June,
City/Town and Province Commissioner for Oaths

in the year 2023

TRACY L. FLANDERS

#0708360

Commission Expires June 26, 2025

Signature of Declarant

(A Commissioner for Oaths, Notary Public, Justice of the Peace, etc.)

The making of a false or fraudulent declaration is a contravention of the Criminal Code of Canada, and could carry, upon conviction, penalties including fines or imprisonment.

This agreement is protected by copyright and is intended by the parties to be an unaltered version of CCDC 9 - 2001 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

CCDC

9

2001

Use of this form without a CCDC 9 copyright seal constitutes an infringement of copyright. Use of this form with a CCDC 9 copyright seal demonstrates that it is intended by the parties to be an accurate and unamended version of CCDC 9A - 2001.

CCDC

Copyright 2001

Canadian Construction Documents Committee

9912 - 107 Street
PO Box 2415
Edmonton AB T5J 2S5

Email: ebusiness.support@wcb.ab.ca
Tel: (780) 498-3999 (1-866-922-9221)
Fax: (780) 498-7999
WCB website: www.wcb.ab.ca

June 8, 2023

Reference Number:

PLAZA 14 CONDOMINIUM CORPORATION NO. 8111330
1505 8 AVENUE NW
CALGARY AB T2N 4N7

Dear Sir or Madam:

Re: JOHN CHRISTOPHER DALEY
PO BOX 712 STN MAIN
OKOTOKS AB T1S 1A8

The above named subcontractor has an account with WCB-Alberta in the following industry(ies):

account	trade names(s)/industry	effective date	coverage
8411821	DAY 1 CONTRACTING CONCRETE SERVICES	Jul 01, 2011	worker coverage personal coverage for: JOHN CHRISTOPHER DALEY

Thank you for checking into the status of this contractor or subcontractor. Under Section 126 of the Workers' Compensation Act, you are responsible for obtaining a clearance on your contractor or subcontractor, in order to release you from any liability for unpaid WCB premiums owed by them. Please ensure clearance has been issued in the correct name and that there is coverage in the industry(ies) for which work was performed.

Please accept this letter as a clearance for work completed between the effective date of the account and the date of this letter. For this account, you are cleared of any liability under Section 126 of the Workers' Compensation Act up to the date of this letter. Any holdback may be released for contracts completed, and/or for work completed to the date of this letter. For an account that shows closed under the effective date, the clearance is only valid for work completed up to the close date. If work has not started, obtain a clearance prior to releasing final payment.

Please note, if any directors of the corporation are injured at work, you are protected from lawsuit if they have personal coverage. If they do not have personal coverage, you may not be protected in the case of a workplace injury.

If your contractor or subcontractor is performing work outside Alberta, contact the WCB in that jurisdiction to determine your clearance and any other WCB requirements.

Any alteration of this document is strictly prohibited.

Yours truly,

eBusiness Support Team (14175470)

Payee/Vendor	Invoice Number	Invoice Date	Amount
McLeod Law LLP	313182	31-Oct-23	\$ 10,892.88
McLeod Law LLP	316115	22-Dec-23	7,136.85
McLeod Law LLP	317890	31-Jan-24	5,143.48
McLeod Law LLP	330949	31-Oct-24	1,829.63
McLeod Law LLP	332700	29-Nov-24	2,475.38
McLeod Law LLP	344309	31-Jul-25	1,624.35
McLeod Law LLP	349384	28-Nov-25	8,694.53
McLeod Law LLP	351026	29-Dec-25	3,061.28
McLeod Law LLP	353552	27-Feb-26	1,575.00
McLeod Law LLP	356218	30-Apr-26	2,559.38
McLeod Law LLP	359048	30-Jun-26	8,465.63
McLeod Law LLP	360535	31-Jul-26	1,706.25
McLeod Law LLP	361745	31-Aug-26	5,315.63
			\$ 60,480.27

B: Post Tension / Repair Work

Payee/Vendor	Invoice Number	Invoice Date	Amount
Read Jones Christoffersen Ltd.	480620	30-Jun-25	\$ 2,757.72
Read Jones Christoffersen Ltd.	480621	30-Jun-25	3,675.00
Trotter & Morton Facility Services Inc.	25402	21-Mar-25	1,405.94
Day 1 Contracting	1096	27-Apr-23	12,459.68
Day 1 Contracting	1071	06-Dec-22	20,941.20
FLO Pros Drain Services Inc.	16394	28-Mar-23	443.20
Nationwide Restorations	6442	02-Nov-22	3,836.16
Read Jones Christoffersen Ltd.	403305	31-Mar-23	562.13
Read Jones Christoffersen Ltd.	405024	30-Apr-23	3,841.11
Read Jones Christoffersen Ltd.	395249	30-Dec-22	2,287.18
Read Jones Christoffersen Ltd.	400321	28-Feb-23	175.31
Read Jones Christoffersen Ltd.	400322	28-Feb-23	125.39
Read Jones Christoffersen Ltd.	410882	30-Jun-23	1,546.29
Trotter & Morton Facility Services Inc.	46954	14-Nov-22	502.95
Day 1 Contracting	1106	07-Jun-23	9,847.61
Day 1 Contracting	1108	13-Jun-23	360.94
Day 1 Contracting	1107	13-Jun-23	3,248.44
Day 1 Contracting	1105	07-Jun-23	47,845.64
			\$ 115,861.89

C: Insurance

Payee/Vendor	Invoice Number	Invoice Date	Amount
Arthur J. Gallagher	8585986	24-Oct-23	\$ 5,202.60
			\$ 5,202.60

Total Summary			
A: Legal fees			60,480.27
B: Post tension / repairs			115,861.89
C: Insurance			5,202.60
D: Interest			58,172.86
Total Condo Corp Claim			\$ 239,717.62



c/o Connelly & Company Management
204, 2723 - 37th Avenue NE Calgary,
AB T1Y 5R8
greg@connellymanagement.com

GST #: R122762024
Invoice Date: 31 October 2023
Invoice Number: 313182
Matter Number: 0163723 MR

INVOICE

Matter: Foreclosure / 1637102 Alberta Ltd

Total fees, other charges, disbursements and tax for professional services rendered, details of which are attached.

	Currency
Professional Fees	10,367.50
GST	518.38
	\$10,885.88
Costs (Non-Taxable)	7.00
Total Amount Due	\$10,892.88

Mark Rathwell

Interest shall be calculated monthly on unpaid accounts after 30 days
at a rate of 2 % per month compounded monthly which equals 26.82 % per annum.
Accounts are due upon receipt. All remittances should be forwarded to our office at **Bannister Road**

McLeod-Law.com

P 403.278.9411 F 403.271.1769

McLeod Law is a TAGLaw® member firm

Calgary Downtown

500, 707 - 5th Street SW

Calgary, AB T2P 0Y3 Canada

Calgary South

300, 14505 Bannister Road SE

Calgary, AB T2X 3J3 Canada

Please reply to

Calgary South Office

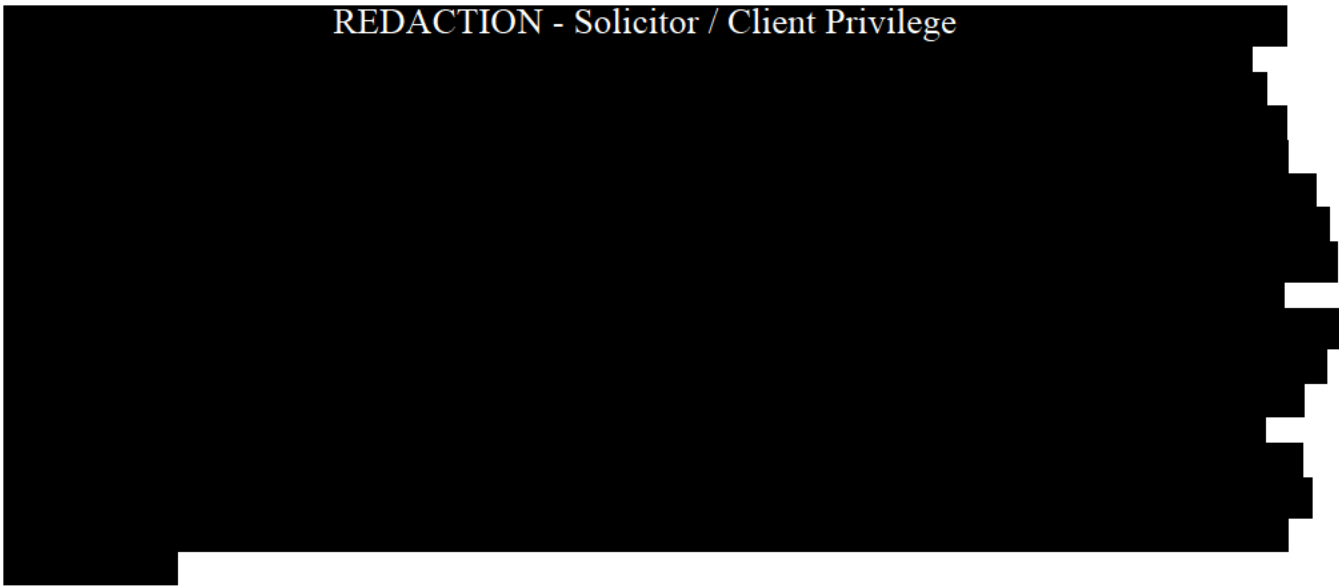
Client: Plaza 14 (OCP# 8111330)
Matter: Foreclosure / 1637102 Alberta Ltd

Invoice Date: 31 October 2023
Invoice Number: 313182
Matter Number: 0163723

Time Detail

Description

REDACTION - Solicitor / Client Privilege



Cost Summary (Non-Taxable)

Description

Amount

Corporate Registry - Certificate of Status

7.00

Total

\$7.00



c/o Connelly & Company Management
204, 2723 - 37th Avenue NE
Calgary, AB T1Y 5R8
greg@connellymanagement.com

GST #: R122762024
Invoice Date: 22 December 2023
Invoice Number: 316115
Matter Number: 0163723 MR

INVOICE

Matter: Foreclosure / 1637102 Alberta Ltd

Total fees, other charges, disbursements and tax for professional services rendered, details of which are attached.

	Currency
Professional Fees	6,493.50
Costs (Taxable)	37.79
	\$6,531.29
GST	326.56
	\$6,857.85
Costs (Non-Taxable)	279.00
Total Amount Due	\$7,136.85

Mark Rathwell

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Client: Plaza 14 (OCP# 8111330)
Matter: Foreclosure / 1637102 Alberta Ltd

Invoice Date: 22 December 2023
Invoice Number: 316115
Matter Number: 0163723

Time Detail

Description

REDACTION - Solicitor / Client Privilege

Cost Summary (Taxable)

<u>Description</u>	<u>Amount</u>
Copies	5.60
Court Runner	10.00
LTO - On Line Searches	10.00
Registered Mail	11.69
Scanning	0.50
Total	\$37.79

Cost Summary (Non-Taxable)

<u>Description</u>	<u>Amount</u>
Corporate Registry - Certificate of Status	7.00
Government of Alberta	262.00
LTO - Registration Costs	10.00
Total	\$279.00

REDACTION - Solicitor / Client Privilege



Plaza 14 (OCP# 8111330)
c/o Connelly & Company Management
204, 2723 - 37th Avenue NE Calgary,
AB T1Y 5R8
greg@connellymanagement.com

GST #: R122762024
Invoice Date: 31 January 2024
Invoice Number: 317890
Matter Number: 0163723 MR

INVOICE

Matter: Foreclosure / 1637102 Alberta Ltd

Total fees, other charges, disbursements and tax for professional services rendered, details of which are attached.

	Currency
Professional Fees	4,880.00
Costs (Taxable)	18.55
	\$4,898.55
GST	244.93
Total Amount Due	\$5,143.48

Mark Rathwell

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Please reply to

Calgary South Office

Client: Plaza 14 (OCP# 8111330)
Matter: Foreclosure / 1637102 Alberta Ltd

Invoice Date: 31 January 2024
Invoice Number: 317890
Matter Number: 0163723

Time Detail

Description

REDACTION - Solicitor / Client Privilege
--

Cost Summary (Taxable)

<u>Description</u>	<u>Amount</u>
Copies	18.55
Total	<u>\$18.55</u>



Plaza 14 (OCP# 8111330)
c/o Connelly & Company Management
204, 2723 - 37th Avenue NE Calgary,
AB T1Y 5R8
greg@connellymanagement.com

GST #: R122762024
Invoice Date: 31 October 2024
Invoice Number: 330949
Matter Number: 0163723 MR

INVOICE

Matter: Foreclosure / 1637102 Alberta Ltd

Total fees, other charges, disbursements and tax for professional services rendered, details of which are attached.

	Currency
Professional Fees	1,667.50
Costs (Taxable)	75.00
	\$1,742.50
GST	87.13
Total Amount Due	\$1,829.63

Mark Rathwell

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Calgary South Office

Client: Plaza 14 (OCP# 8111330)
Matter: Foreclosure / 1637102 Alberta Ltd

Invoice Date: 31 October 2024
Invoice Number: 330949
Matter Number: 0163723

Time Detail

Description

REDACTION - Solicitor / Client Privilege

Cost Summary (Taxable)

<u>Description</u>	<u>Amount</u>
Civil Litigation Filing Levy	75.00
Total	\$75.00



Plaza 14 (OCP# 8111330)
c/o Connelly & Company Management
204, 2723 - 37th Avenue NE Calgary,
AB T1Y 5R8
greg@connellymanagement.com

GST #: R122762024
Invoice Date: 29 November 2024
Invoice Number: 332700
Matter Number: 0163723 MR

INVOICE

Matter: Foreclosure / 1637102 Alberta Ltd

Total fees, other charges, disbursements and tax for professional services rendered, details of which are attached.

	Currency
Professional Fees	2,357.50
GST	117.88
Total Amount Due	\$2,475.38

Mark Rathwell

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Client: Plaza 14 (OCP# 8111330)
Matter: Foreclosure / 1637102 Alberta Ltd

Invoice Date: 29 November 2024
Invoice Number: 332700
Matter Number: 0163723

Time Detail

Description

REDACTION - Solicitor / Client Privilege

REDACTION - Solicitor / Client Privilege



Plaza 14 (OCP# 8111330)
c/o Connelly & Company Management
204, 2723 - 37th Avenue NE Calgary,
AB T1Y 5R8
greg@connellymanagement.com

GST #: R122762024
Invoice Date: 31 July 2025
Invoice Number: 344309
Matter Number: 0163723 MR

INVOICE

Matter: Foreclosure / 1637102 Alberta Ltd

Total fees, other charges, disbursements and tax for professional services rendered, details of which are attached.

	Currency
Professional Fees	1,547.00
GST	77.35
Total Amount Due	\$1,624.35
Trust Balance	\$0.00

A handwritten signature in blue ink that reads 'McLeod Law'.

Mark Rathwell

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at a rate of 2 % per month compounded monthly which equals 26.82 % per annum.
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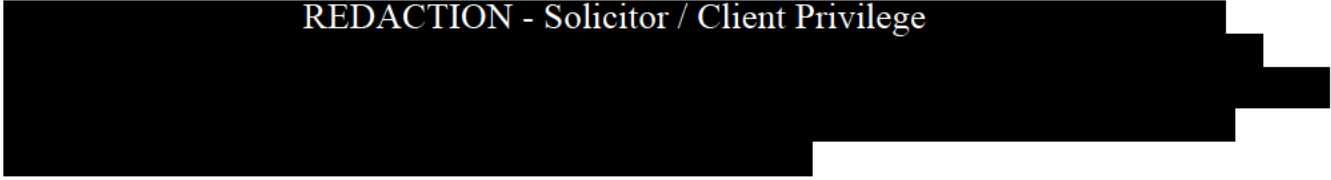
Client: Plaza 14 (OCP# 8111330)
Matter: Foreclosure / 1637102 Alberta Ltd

Invoice Date: 31 July 2025
Invoice Number: 344309
Matter Number: 0163723

Time Detail

Description

REDACTION - Solicitor / Client Privilege





c/o Connelly & Company Management
204, 2723 - 37th Avenue NE
Calgary, AB T1Y 5R8
greg@connellymanagement.com

GST #: R122762024
Invoice Date: 28 November 2025
Invoice Number: 349384
Matter Number: 0163723 MR

INVOICE

Matter: Foreclosure / 1637102 Alberta Ltd

Total fees, other charges, disbursements and tax for professional services rendered, details of which are attached.

	Currency
Professional Fees	8,270.50
Costs (Taxable)	10.00
	\$8,280.50
GST	414.03
Total Amount Due	\$8,694.53
Trust Balance	\$0.00

Mark Rathwell

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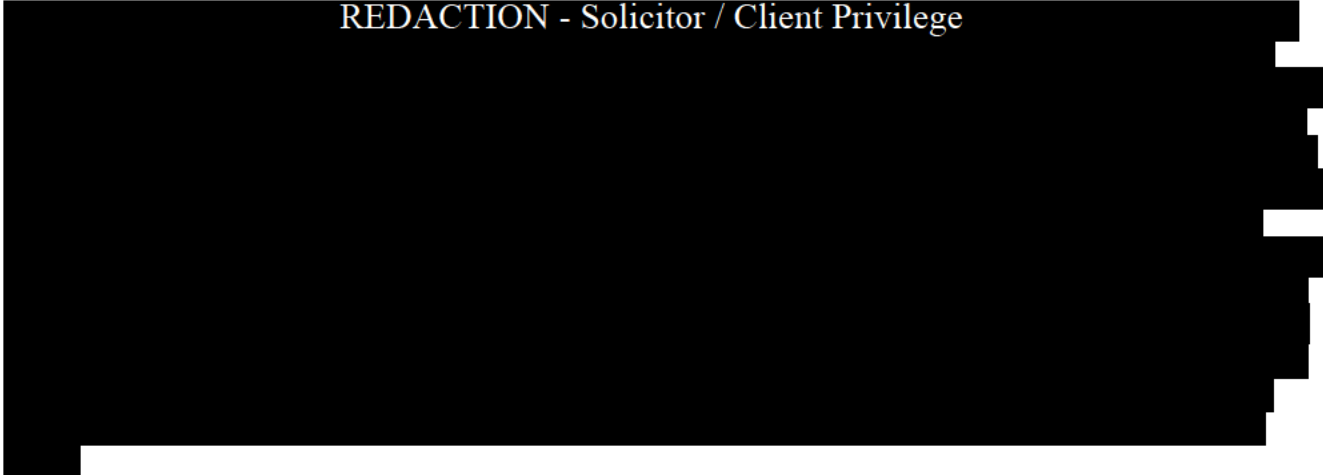
Client: Plaza 14 (OCP# 8111330)
Matter: Foreclosure / 1637102 Alberta Ltd

Invoice Date: 28 November 2025
Invoice Number: 349384
Matter Number: 0163723

Time Detail

Description

REDACTION - Solicitor / Client Privilege



Cost Summary (Taxable)

<u>Description</u>	<u>Amount</u>
LTO - On Line Searches	10.00
Total	<u>\$10.00</u>



c/o Connelly & Company Management
204, 2723 - 37th Avenue NE
Calgary, AB T1Y 5R8
greg@connellymanagement.com

GST #: R122762024
Invoice Date: 29 December 2025
Invoice Number: 351026
Matter Number: 0163723 MR

INVOICE

Matter: Foreclosure / 1637102 Alberta Ltd

Total fees, other charges, disbursements and tax for professional services rendered, details of which are attached.

	Currency
Professional Fees	2,915.50
GST	145.78
Total Due This Invoice	\$3,061.28
Previous Balance Due	8,694.53
Total Amount Due	\$11,755.81
Trust Balance	\$0.00

Mark Rathwell

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Calgary, AB T2X 3J3 Canada

Please reply to

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Client: Plaza 14 (OCP# 8111330)
Matter: Foreclosure / 1637102 Alberta Ltd

Invoice Date: 29 December 2025
Invoice Number: 351026
Matter Number: 0163723

Time Detail

Description

REDACTION - Solicitor / Client Privilege

REDACTION - Solicitor / Client Privilege



c/o Connelly & Company Management
204, 2723 - 37th Avenue NE
Calgary, AB T1Y 5R8
greg@connellymanagement.com

GST #: R122762024
Invoice Date: 27 February 2026
Invoice Number: 353552
Matter Number: 0163723 MR

INVOICE

Matter: Foreclosure / 1637102 Alberta Ltd

Total fees, other charges, disbursements and tax for professional services rendered, details of which are attached.

	Currency
Professional Fees	1,500.00
GST	75.00
Total Amount Due	\$1,575.00
Trust Balance	\$0.00

A handwritten signature in blue ink that reads "McLeod Law".

Mark Rathwell

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Calgary, AB T2P 0Y3 Canada

Calgary South

300, 14505 Bannister Road SE
Calgary, AB T2X 3J3 Canada

Please reply to
Calgary South Office

Client: Plaza 14 (OCP# 8111330)
Matter: Foreclosure / 1637102 Alberta Ltd

Invoice Date: 27 February 2026
Invoice Number: 353552
Matter Number: 0163723

Time Detail

Description

REDACTION - Solicitor / Client Privilege



c/o Connelly & Company Management
204, 2723 - 37th Avenue NE
Calgary, AB T1Y 5R8
greg@connellymanagement.com

GST #: R122762024
Invoice Date: 30 April 2026
Invoice Number: 356218
Matter Number: 0163723 MR

INVOICE

Matter: Foreclosure / 1637102 Alberta Ltd

Total fees, other charges, disbursements and tax for professional services rendered, details of which are attached.

	Currency
Professional Fees	2,437.50
GST	121.88
Total Amount Due	\$2,559.38
Trust Balance	\$0.00

Mark Rathwell

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Calgary, AB T2X 3J3 Canada

Please reply to
Calgary South Office

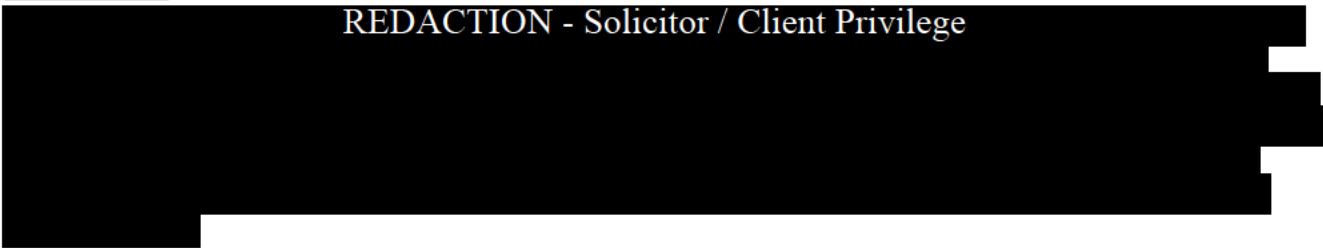
Client: Plaza 14 (OCP# 8111330)
Matter: Foreclosure / 1637102 Alberta Ltd

Invoice Date: 30 April 2026
Invoice Number: 356218
Matter Number: 0163723

Time Detail

Description

REDACTION - Solicitor / Client Privilege





Plaza 14 (OCP# 8111330)
c/o Connelly & Company Management
204, 2723 - 37th Avenue NE Calgary,
AB T1Y 5R8
greg@connellymanagement.com

GST #: R122762024
Invoice Date: 30 June 2026
Invoice Number: 359048
Matter Number: 0163723 MR

INVOICE

Matter: Foreclosure / 1637102 Alberta Ltd

Total fees, other charges, disbursements and tax for professional services rendered, details of which are attached.

	Currency
Professional Fees	8,062.50
GST	403.13
Total Amount Due	\$8,465.63
Trust Balance	\$0.00

Mark Rathwell

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P 403.278.9411 F 403.271.1769

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Calgary Downtown

500, 707 - 5th Street SW

Calgary, AB T2P 0Y3 Canada

Calgary South

300, 14505 Bannister Road SE

Calgary, AB T2X 3J3 Canada

Please reply to

Calgary South Office

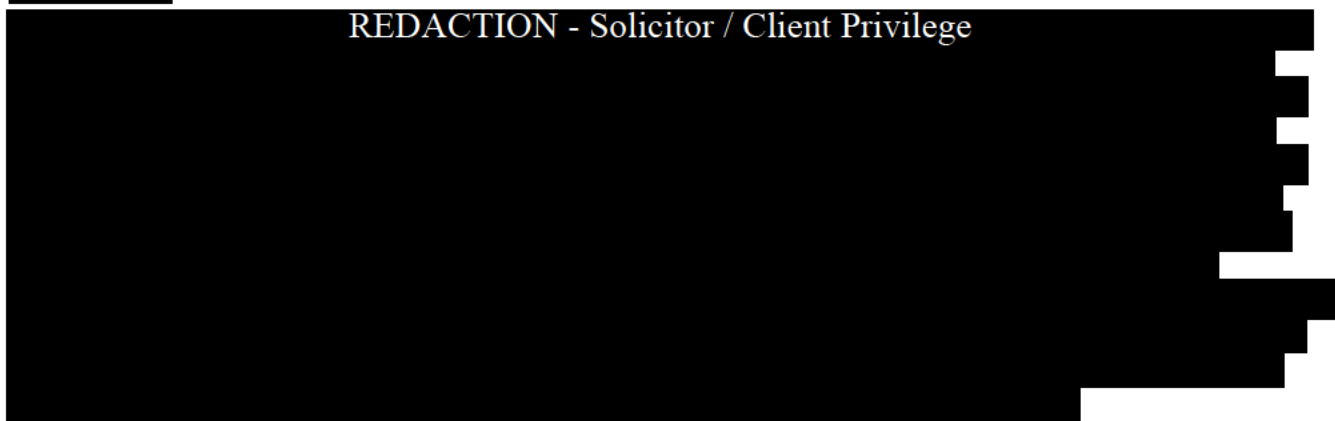
Client: Plaza 14 (OCP# 8111330)
Matter: Foreclosure / 1637102 Alberta Ltd

Invoice Date: 30 June 2026
Invoice Number: 359048
Matter Number: 0163723

Time Detail

Description

REDACTION - Solicitor / Client Privilege





Plaza 14 (OCP# 8111330) c/o Connelly &
Company Management
204, 2723 - 37th Avenue NE
Calgary, AB T1Y 5R8
greg@connellymanagement.com

GST #: R122762024
Invoice Date: 31 July 2026
Invoice Number: 360535
Matter Number: 0163723 MR

INVOICE

Matter: Foreclosure / 1637102 Alberta Ltd

Total fees, other charges, disbursements and tax for professional services rendered, details of which are attached.

	Currency
Professional Fees	1,625.00
GST	81.25
Total Due This Invoice	\$1,706.25
Previous Balance Due	8,465.63
Total Amount Due	\$10,171.88
Trust Balance	\$0.00

Mark Rathwell

Interest shall be calculated monthly on unpaid accounts after 30 days
at a rate of 2 % per month compounded monthly which equals 26.82 % per annum.
Accounts are due upon receipt. All remittances should be forwarded to our office at Bannister Road

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Calgary South Office

Client: Plaza 14 (OCP# 8111330)
Matter: Foreclosure / 1637102 Alberta Ltd

Invoice Date: 31 July 2026
Invoice Number: 360535
Matter Number: 0163723

Time Detail

Description

REDACTION - Solicitor / Client Privilege

REDACTION - Solicitor / Client Privilege



Plaza 14 (OCP# 8111330) c/o Connelly &
Company Management
204, 2723 - 37th Avenue NE
Calgary, AB T1Y 5R8
greg@connellymanagement.com

GST #: R122762024
Invoice Date: 31 August 2026
Invoice Number: 361745
Matter Number: 0163723 MR

INVOICE

Matter: Foreclosure / 1637102 Alberta Ltd

Total fees, other charges, disbursements and tax for professional services rendered, details of which are attached.

	Currency
Professional Fees	5,062.50
GST	253.13
Total Due This Invoice	\$5,315.63
REDACTION - Solicitor / Client Privilege	
Total Amount Due	
Trust Balance	\$0.00

Mark Rathwell

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Calgary South

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Calgary, AB T2X 3J3 Canada

Please reply to
Calgary South Office

Invoice Date: 31 August 2026
Invoice Number: 361745
Matter Number: 0163723

- Page 2 -



GST #: R122762024

Plaza 14 (OCP# 8111330) c/o Connelly & Company
Management
204, 2723 - 37th Avenue NE
Calgary, AB T1Y 5R8
greg@connellymanagement.com

Invoice Date: 31 August 2026
Invoice Number: 361745
Matter Number: 0163723

REMITTANCE COPY

Foreclosure / 1637102 Alberta Ltd

<u>Invoice Date</u>	<u>Invoice Number</u>	<u>Invoice Total</u>	<u>Payments</u>	<u>Balance Due</u>
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Outstanding Invoice(s)

REDACTION - Solicitor / Client Privilege

Current Invoice

2026-08-31	361745			\$5,315.63
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REDACTION - Solicitor / Client Privilege

Payment can be processed via Visa or MasterCard using the McLeod Law link at:

(<https://www.mcleod-law.com/payments/>),

mailing this page with a bank draft or cheque to our office at:

300, 14505 Bannister Road SE, Calgary, AB T2X 3J3,

by Interact e-transfer through AccountingDepartment@mcleod-law.com

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