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COURT	COURT OF KING'S BENCH OF ALBERTA	
JUDICIAL CENTRE	CALGARY	
APPLICANT	ATB FINANCIAL	
RESPONDENTS	STARKE CAPITAL CORP. AND 1637102 ALBERTA LTD.	
DOCUMENT	<b>FIRST REPORT OF THE RECEIVER BDO CANADA LIMITED NOVEMBER 24, 2025</b>	

**RECEIVER**

BDO CANADA LIMITED

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**FIRST REPORT OF THE RECEIVER  
BDO CANADA LIMITED  
NOVEMBER 24, 2025**

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## INTRODUCTION

1. On January 18, 2024 (the “**Receivership Date**”), Alberta Treasury Branches (“**ATB**”) sought and obtained an Order (the “**Receivership Order**”) from the Court of King’s Bench of Alberta (the “**Court**”) appointing BDO Canada Limited as the Receiver and Manager (the “**Receiver**”) of all the assets, undertakings and property of Starke Capital Corp. (“**Starke**”) and 1637102 Alberta Ltd. (“**163 AB**” or collectively with Starke, the “**Companies**”).

2. The Companies own and operate a commercial property located at the municipal address of 811 14<sup>th</sup> Street NW, Calgary Alberta, and legally described as follows:

CONDOMINIUM PLAN 8111330; UNIT 28; AND 4690 UNDIVIDED ONE  
TEN THOUSANDTH SHARES IN THE COMMON PROPERTY;  
EXCEPTING THEREOUT ALL MINES AND MINERALS  
(the “**Lands**”)

3. The purpose of this report of the Receiver (the “**First Report**”) is to provide the Court with:

- (a) background information on the Companies, the Lands and financial position of the Companies;
- (b) the material activities of the Receiver following the Receivership Order;
- (c) an overview of the Receiver’s listing and sales process, which led to the Receiver entering into an Agreement of Purchase and Sale (the “**Sale Agreement**”) for the sale of the Lands to Vedran Jakovljevic (or assignee) (the “**Purchaser**”), with such agreement conditional on the receipt of the approval of this honourable Court;
- (d) a schedule of receipts and disbursements to October 31, 2025 (the “**Interim SRD**”), which includes details of the operational results in relation to the Lands since the Receivership Date;
- (e) details of the professional fees of the Receiver and its legal counsel;
- (f) details of the Receiver’s proposed interim distribution to ATB (the “**Proposed Interim Distribution**”);

- (g) information on the Receiver's request for an Order sealing on the Court file the Confidential Supplement (defined below); and
  - (h) the Receiver's recommendations thereon.
4. Concurrent with the filing of this First Report, the Receiver has prepared and submitted a Confidential Supplement to the First Report (the "**Confidential Supplement**"), which contains commercially sensitive and/or confidential information pertaining to the Receiver's sales process, as well as the contemplated transaction value under the Sale Agreement, both of which, if disseminated, would have material negative effects on future sale efforts in the event the transaction subject to the Sale Agreement does not close for any reason.
  5. In the event that the transaction contemplated by the Sale Agreement does not close, the assets may be subject to further marketing, and the Receiver's ability to obtain the highest and best price possible in the circumstances would be severely compromised due to the confidential and commercially sensitive information being in the public domain. This would cause irreparable prejudice to the creditors and other stakeholders of the estate. As a result, the Receiver will be seeking a temporary sealing Order in respect of the Confidential Supplement until the earlier of: (a) the Receiver filing its certificate confirming that the Sale Agreement has closed, if this Court so grants such requested relief; (b) June 30, 2026; or (c) further order of this Court.
  6. Unless otherwise indicated, capitalized terms not defined in this First Report are as defined in the Receivership Order. All references to currency are in Canadian dollars unless otherwise noted.
  7. This First Report, together with other information and filings regarding these proceedings, will be posted on the Receiver's website at: [www.bdo.ca/Starke](http://www.bdo.ca/Starke)

#### **TERMS OF REFERENCE**

8. In preparing this First Report, the Receiver has relied upon unaudited financial information contained in the books and records of the Companies and/or other information available to the Receiver, discussions with Group Three Property Management Inc. ("**Group Three**") in its capacity as property manager (the "**Property Manager**") among other sources of information (the "**Information**").

9. The Receiver has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Canadian Auditing Standards pursuant to the Chartered Professional Accountants Handbook. Accordingly, the Receiver expresses no opinion or any other form of assurance in respect of the Information referred to or used in the First Report.

## **BACKGROUND AND FINANCIAL INFORMATION**

### ***Corporate Structures***

10. Based on a Corporate Search, dated December 20, 2023, 163 AB was incorporated on October 24, 2011. Its listed director is Michael Oddone, and its shareholder is 9456015 Canada Ltd.
11. Based on a Corporate Search, dated December 20, 2023, Starke was amalgamated with Starke Franklin Industrial Ltd. and Starke Plaza 14 Ltd. on April 9, 2018. Starke's listed director is David Harrison, and its shareholder is 163 AB. It is understood that the pre-amalgamated entity was incorporated on August 14, 2012.

### ***The Lands***

12. 163 AB is the legal owner of the Lands, with Starke conducting the related real estate operations. A copy of title for the Lands as obtained from Alberta Land Titles dated January 24, 2024 (the "**LTO Search**") is attached hereto as **Appendix "A"**.
13. The Lands are the commercial space within a condominium building known as "Plaza 14", which includes both commercial and residential units, with the commercial component owned and operated by the Companies and the residential units owned by separate individual owners.
14. The Lands, which were constructed in 1980, are located on the corner of 14<sup>th</sup> Street and 8<sup>th</sup> Avenue NW, near the downtown Calgary centre, and encompass two stories and approximately 45,257 square feet.
15. The Plaza 14 condominium corporation operates under the legal name of Condominium Corporate No 8111330 (the "**Condo Corp**") and is managed by Connelly and Company Management Ltd. (the "**Condo Manager**"). Based on a review of the by-laws for the Condo Corp and/or as understood by the Receiver:

- (a) the board (the “**Condo Board**”) shall consist of two (2) separate management committees, being the “Residential Committee” and the “Commercial Committee”. However, the Receiver understands that no Commercial Committee existed for quite some time; and
  - (b) the commercial and residential groups generally operate independently, notwithstanding the condominium structure; however, the two groups are required to share certain costs which primarily relate to the common areas such as the building structure, envelop system, roofing system, and other key building components as further set out in the By-Laws. The split of costs between the commercial and residential units is approximately 46.9 % and 53.1%, respectively.
16. The Lands are configured into nine (9) separate units, of which five (5) units are occupied by three (3) tenants, and the remaining units are vacant. The tenants include the following:
- (a) Alberta Infrastructure (“**AIS**”) – AIS is a government tenant which occupies approximately 18,573 square feet of the Lands (one unit). AIS had a long-term lease with the Companies which lapsed on or about June 2021, and since then, has been on a month-to-month arrangement;
  - (b) Health Quality Council of Alberta (“**HQCA**”) – HQCA is also a government tenant which occupies approximately 13,500 square feet at the Lands (two units). HQCA’s lease expires in 2033; and
  - (c) Teakany Enterprises Inc. (“**Teakany**”) – Teakany operates a yoga studio and occupies approximately 3,841 square feet of the Lands (two units). Teakany’s leases expire in 2028/2029.
17. The vacant units accounts for approximately 9,336 square feet and consist of a mix between office and retail space. As outlined further herein, the Receiver had made attempts to lease these vacant spaces to potential new tenants in an effort to maximize recoveries in a sale of the Lands, however these efforts were ultimately unsuccessful and accordingly these units remain vacant as of the date of this First Report.
18. Current monthly rental payments from all three tenants equate to approximately \$111,765 plus applicable GST. This includes both base rent and additional rent payable pursuant to the lease agreements. With respect to the additional rent, or the operating cost component,

it is noted that following the completion of each calendar year, the additional rent paid by the tenant is compared with actual operating costs incurred and allocated to the tenant, and an adjustment is made between the parties.

19. Group Three has provided management services to the Companies since approximately 2014. Its management agreement with the Companies was set to expire April 30, 2024 following the appointment of the Receiver. Following consultation with ATB, given Group Three's prior experience and knowledge of the Lands and related operations, the Receiver negotiated and entered to a Commercial Management Agreement (the "**Management Agreement**") whereby Group Three would continue to provide assistance to the Receiver in the continued management and operations of the Property during the receivership period.

***Other Known Assets of the Companies***

20. As of the Receivership Date, there was approximately \$72,138 cash held in the bank account with Group Three, which is reflected on the Interim SRD.
21. Furthermore, shortly following the Receivership Date, the Receiver became aware that approximately \$152,508 had been paid into Court, pursuant to a Garnishee Summons issued to HQCA on behalf of CDN Global Advisors Ltd. ("**CDN**") in respect of a writ filed on tile of the Lands. Accordingly, counsel to the Receiver wrote to the Court, and counsel to HQCA and CDN, to advise that as a result of the Receivership Order, the garnished funds and any future amounts owing under the lease agreement with HQCA are payable to the Receiver. As reflected in the Interim SRD, the garnished funds were collected by the Receiver.
22. Based on discussions with and information from the Canada Revenue Agency (the "**CRA**"), the Receiver understands that there are credit balances on the CRA accounts of 163 AB and Starke in the amount of \$20,081 and \$31,853, respectively. The Receiver further understands that upon filing all outstanding corporate tax returns, that these credit balances will be refundable. The Receiver notes that, notwithstanding its attempts to obtain the records necessary to complete these tax returns, it currently does not have all of the information needed to file the outstanding returns. The Receiver is continuing its efforts to locate the necessary information, absent which it anticipates seeking a waiver with the CRA, in an effort to realize on these amounts due to the Companies.

## *Secured Creditors*

### Receiver Borrowings

23. ATB has funded the Receiver \$100,000 through Receiver's Certificates, with such amounts secured by the Receiver's Borrowings Charge as defined in the Receivership Order, providing priority to the Lender over all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate to the Receiver's Charge and the charges set out in sections 14.06(7), 81.4(4) and 81.6(2) and 88 of the *Bankruptcy and Insolvency Act*.
24. The Receiver is aware of the following parties with a registered security interests against the Lands and/or other property of the Companies, which are reflected in the LTO Search and/or the Personal Property Registry of Alberta (the "PPR") dated November 19, 2025.

### Starke

25. ATB Financial registered a security interest on May 30, 2016 against, *inter alia*, all present and after-acquired personal property.
26. C.S. Capital registered a land charge on February 1, 2019 as well as a security interest in all present and after-acquired personal property.

### 163 AB

27. David Beckingham registered a mortgage against title to the Lands on September 9, 2013 with an original principal amount of \$400,000, although this mortgage was postponed to the ATB Mortgage below.
28. ATB Financial registered a mortgage (the "ATB Mortgage") against title to the Lands on May 26, 2016 with an original principal amount of \$8,800,000, together with an assignment of rents and leases.
29. ATB Financial also registered a security interest at the PPR on July 19, 2019 against, *inter alia*, all present and after acquired personal property.
30. C.S. Capital registered a mortgage against title to the Lands on January 26, 2018 with an original principal balance of \$868,043, which was subsequently amended to \$1,118,043.

31. CDN Global Advisors Ltd. registered a caveat charging the land on April 25, 2023 and a writ on August 28, 2023 claiming the amount of \$162,588 plus costs if any.
32. The Owners: Condominium Plan No 81113330 registered a caveat for condominium fees on October 12, 2023 and an associated Certificate of *Lis Pendens* on December 1, 2023. Each of the Receiver and its counsel have been in discussions with the Condo Board and legal counsel to the Condo Board, and the Receiver understands that this caveat and Certificate of *Lis Pendens* relates to 163 AB's share of certain improvements made to the Lands in respect of the post-tension system, which was funded by the Condo Corp. The amount of the Certificate of *Lis Pendens* is \$140,878 .
33. The Condo Board has advised that in addition to the amount set out in its Caveat, it is owed amounts for other costs incurred, or to be incurred, in respect of the Lands, plus solicitor and client costs, in the aggregate amount of \$330,000 (the “**Condo Amounts**”). There is a priority dispute between the Condo Corp and ATB in respect of the Condo Amounts. As outlined below, the Receiver proposes to withhold the Condo Amounts from its proposed interim distribution to ATB.
34. In addition, Alberta Infrastructure and 798974 Alberta Ltd. have registered caveats with respect to their lease interests.
35. The Receiver is not aware of any other priority creditors that would rank ahead of ATB or the other secured creditors noted above, due to the following:
  - (a) there were no employees of the Companies and therefore no source deductions owing to CRA or related CRA account, which was confirmed by CRA to the Receiver;
  - (b) there are no amounts owing to CRA for GST in respect of the Companies, which was confirmed by the CRA to the Receiver (instead, the Companies' CRA accounts are in a credit position, as outlined above); and
  - (c) there are no property taxes owing on the Lands as Property taxes have been remitted monthly to the City by the Receiver during the receivership.

36. As outlined further herein and in the Confidential Supplement, ATB, is anticipated to experience a significant shortfall in its indebtedness, such that there will be no distributions to the other secured parties or creditors of these proceedings.

#### **ACTIVITIES OF THE RECEIVER**

37. The Receiver's material activities subsequent to the Receivership Order have included, among other things:
- (a) attending the Lands on multiple occasions throughout the receivership to take possession, oversee operations, meet with the onsite property manager, and meet with various brokers in relation to the listing and sales process;
  - (b) negotiating and entering into the Management Agreement with the Property Manager for continued assistance with operations, maintenance and management of the Lands in the receivership;
  - (c) with the assistance of the Property Manager, continuing operations of the Lands, including but not limited to, collecting rents from tenants, reviewing and issuing payments, responding to various tenant inquiries and concerns, and conducting and overseeing various repairs and maintenance, among other things;
  - (d) establishing a cash management system and reporting function in conjunction with the Property Manager;
  - (e) writing to and corresponding with the Companies' insurance providers regarding the receivership and having the Receiver added to the insurance policies. These policies have since been renewed in the course of the receivership;
  - (f) in consultation with ATB, completing various critical and material repairs and maintenance to the Lands, including but not limited to, the replacement of a commercial boiler unit and two rooftop air handling units. As reflected in the Interim SRD, total repairs and maintenance have amounted to \$615,188 during the receivership, with the replacement of the rooftop units accounting for the majority of this amount;

- (g) initiating an initial request for proposal (“**Initial RFP**”) on March 4, 2024, to select commercial leasing brokers to seek proposals from interested parties to assist the Receiver in leasing the vacant units and/or conducting a sales process. As a result of the Initial RFP, the Receiver negotiated and entered into an agreement with Tristone Commercial Real Estate Ltd. (“**Tristone**”) who served as agent to the Receiver from approximately April 2024 to December 2024;
- (h) through Tristone, attempting to secure new tenants and negotiating with certain interested parties in an attempt to lease the vacant units on the Lands. However, as described above, these efforts were ultimately unsuccessful;
- (i) following the expiry of Tristone’s listing term, and in consultation with ATB, initiating a further request for proposal (“**Second RFP**”) to two selected commercial brokerages, seeking proposals to assist the Receiver in the marketing and sale of the Lands. As a result of the Second RFP, the Receiver engaged Avison Young (“**AY**”) as sales agent to the Receiver;
- (j) coordinating a baseline Building Condition Assessment report in preparation of the listing the Lands for sale;
- (k) with the assistance of AY, listing the Lands for sale and conducting a sales process, which is detailed further herein;
- (l) negotiating and entering into the Sale Agreement;
- (m) initiating an appeal with the City of Calgary (the “**City**”) in respect of the City’s 2025 property tax assessment. However, the City ultimately denied the Receiver’s appeal;
- (n) issuing various updates and holding discussions with ATB and the Condo Board/Condo Corp; and
- (o) attending to miscellaneous other administrative items in respect of the receivership.

## RECEIVERS RFP AND SALES PROCESS

### *Initial RFP and Leasing Process*

38. As introduced above, the Receiver had conducted an Initial RFP. The Initial RFP commenced on March 4, 2024, through the issuance of an RFP letter, seeking proposals from interested brokers to assist the Receiver in leasing the vacant units and/or in the marketing and sale of the Lands. This opportunity was distributed to three (3) commercial real estate brokers, following which only Tristone submitted a proposal.
39. The Receiver understands that Tristone was engaged by the Companies shortly before the receivership in approximately December 2023 in an attempt to secure new leases for the vacant units and thereafter to conduct a sales process in respect of the Lands, however these efforts were halted as a result of the Receivership Order.
40. Similar to what Tristone had recommended to the Companies prior to the receivership, Tristone's recommendation to the Receiver was that it first attempt to secure new tenants for the vacant units before formally launching a sales process. Tristone believed that this approach would enhance the value of the Lands to prospective buyers and maximize recoveries for stakeholders.
41. Accordingly, in consultation with ATB, the Receiver engaged Tristone as its agent in respect to leasing the vacant units and listing the Lands for sale. However, also in consultation with ATB, the Lands were not formally listed for sale through Tristone at that time, given the strategy of attempting to lease the units prior to commencing a sales process.
42. As noted above, during the period from approximately April 2024 to December 2024, the Receiver, through Tristone, sought to secure new tenants and engaged in discussions with interested parties, going as far as negotiating potential lease agreements. Despite these efforts, however, no leases were finalized due to challenges stemming primarily from tenant concerns about the state of the Lands and the ongoing receivership proceedings.
43. On or about December 14, 2024, the agreements with Tristone lapsed, and the Receiver, in consultation with ATB, decided not to renew or extend with Tristone.

### *Second Realtor RFP*

44. Shortly following the expiry of the agreements with Tristone, and in consultation with ATB, the Receiver issued its Second RFP. The Second RFP sought proposals to assist the Receiver in the marketing and sale of the Lands. The opportunity was distributed to two (2) new commercial real estate brokers.
45. As a result of the Second RFP, and in consultation with ATB, the Receiver selected and entered into a listing agreement with AY, dated July 23, 2025 (the “**AY Listing Agreement**”), a copy which is attached as **Appendix “B”**.

### *Sales Process*

46. With AY as sales agent to the Receiver, the Receiver commenced a sales process (collectively with the Second RFP, hereafter referred to as the “**Sales Process**”) in respect of the Lands. A summary of the non-confidential aspects of the Sales Process undertaken by the Receiver through AY is provided below, with the confidential and commercially sensitive information being provided to the Court through the Confidential Supplement:
- (a) the Sales Process formally commenced on or around August 28, 2025, without a formal list price advertised to the general public. Alternatively, based on the recommendation of AY, upon interested parties executing a confidentiality agreement (“**CA**”) with AY, the interested parties were provided with a pricing guidance, the amount which is disclosed in the Confidential Supplement:
    - i. The Receiver notes that the slight delay in the formal launching of the Sales Process was due to the Receiver implementing certain recommendations of AY, including facilitating ATB obtaining a building condition assessment report obtained by ATB, as well as completing certain repairs and maintenance activities to more appropriately position the Lands for sale;
  - (b) an online marketing campaign was developed and executed, including tailored marketing materials such as a marketing brochure and social-media based promotions through the online platforms noted below. As a result, the details of the opportunity were distributed to over 1,000 potential parties through three separate email distributions;
  - (c) the opportunity was posted on AY’s website, CoStar and LoopNet;

- (d) a confidential data room was established containing confidential information for interested parties to review upon signing a confidentiality agreement, which included but was not limited to a more detailed confidential information memorandum on the opportunity;
  - (e) AY facilitated calls and completed showings for interested parties;
  - (f) following an indication of interest by multiple parties, and in consultation with ATB, a bid deadline was set of October 3, 2025, seeking offers from all parties (with the opportunity again redistributed by email to the broader distribution list, in addition to the specific parties that expressed interest or submitted offers to the Receiver through AY); and
  - (g) having received multiple offers by the bid deadline as disclosed in the Confidential Supplement, the Receiver worked with AY in an attempt to negotiate better terms, ultimately leading to the Sale Agreement.
47. Further confidential details of the Sales Process and a summary of all offers submitted to the Receiver as result of the Sales Process are provided to this Honourable Court in the Confidential Supplement.

### **PROPOSED TRANSACTION**

48. As a result of the Sales Process, the Receiver negotiated and entered into the Sale Agreement with the Purchaser, a copy of which, with the financial terms redacted, is attached as **Appendix “C”**. An unredacted copy of the Sale Agreement is provided to the Court through the Confidential Supplement.
49. The Sale Agreement includes, *inter alia*, the following material terms (with the transaction contemplated therein, referred to as the “**Proposed Transaction**”):
- (a) *Purchaser* – Vedran Jakovljevic (or assignee);
  - (b) *Purchased Assets* – the Lands, inclusive of all buildings, structures, systems, fixtures and other improvements to and located on the Lands, and any Collateral Property (as defined therein);
  - (c) *Purchase Price* – the purchase price is disclosed in the Confidential Supplement;

- (d) *Deposit* – there are two deposits, the first deposit which was paid to the Receiver’s legal counsel and the second deposit which shall be paid within two (2) business days following the Receiver’s waiver of its condition requiring Court approval of the sale. The deposit amounts are disclosed in the Confidential Supplement to the Second Report;
  - (e) *Court Approval* – conditional upon the Receiver obtaining an Order of the Court approving the sale, provided that the Order has not been appealed; and
  - (f) *Closing* – closing within 60 days following Court approval.
50. The Receiver recommends that this Honourable Court approve the Sale Agreement and the Proposed Transaction for the following key reasons:
- (a) the Sales Process was robust, and was conducted efficiently, with integrity and provided sufficient exposure of the Lands to the market;
  - (b) the purchase price under the Sale Agreement is the highest unconditional offer submitted to the Receiver, as illustrated in the Confidential Supplement;
  - (c) the Receiver is of the view that the Lands were on the market for a reasonable period of time and given the substantial marketing efforts undertaken to date, it is unlikely that further efforts would yield a more favourable outcome;
  - (d) AY, the Receiver’s sale agent, is an experienced real estate agent and has recommended that the Receiver proceed with the Proposed Transaction;
  - (e) the Receiver understands that ATB is supportive of the Proposed Transaction;
  - (f) the proposed purchaser has submitted a substantial deposit, and the Proposed Transaction is conditional only to Court approval as outlined above. Furthermore, following Court approval, the Purchaser is required to submit a second deposit as outlined above. Accordingly, the Receiver reasonably believes the Purchaser possesses the financial capacity to complete the Proposed Transaction;
  - (g) there has been no unfairness in the Sales Process or in the negotiation of the Sale Agreement which have been negotiated in good faith; and

- (h) based on the Sales Process, the Receiver submits that the Sale Agreement is commercially fair and reasonable.

#### **STATEMENT OF RECEIPTS AND DISBURSEMENTS**

51. The Receiver established a cash management and reporting system in conjunction with the Property Manager given the Property Manager's assistance in operations of the Lands during the receivership period with the Receiver and the Property Manager each maintaining their own bank accounts and accounting. The Receiver collects the majority of rental revenues earned from the Lands (from all tenants except rental amounts from Teakany) and each month the Property Manager prepares a list of expenses and disbursements, along with a funding request to the Receiver, which is reviewed in detail and funds are issued from the Receiver to the Property Manager for payment of the expenses for the Lands.
52. The Interim SRD, which consolidates the receipts and disbursements of the Property Manager and the Receiver, is attached as **Appendix "D"** to this First Report. As set out therein, the Interim SRD the Receiver and the Property Manager are collectively holding cash of approximately \$173,754 as of October 31, 2025.

#### **PROFESSIONAL FEES**

53. The Receiver has incurred professional fees in the amount of approximately \$325,515 from the commencement of these proceedings through to October 31, 2025, with approximately \$131,874 paid and the remainder being unpaid. The Receiver's legal counsel has incurred professional fees and disbursements of approximately \$88,352, plus GST from the commencement of these proceedings through to October 31, 2025. These professional fees relate to the activities summarized in this First Report. The Receiver believes that the foregoing professional fees of the Receiver and its legal counsel are fair and reasonable in the circumstances and is therefore respectfully recommending that the Honourable Court approve these professional fees.
54. Copies of the respective invoices for amounts incurred to date are available and can be provided upon request by the Court subject to potential redaction for items subject to solicitor client privilege.

### PROPOSED DISTRIBUTION

55. ATB advises that, as of November 21, 2025, it is owed approximately \$9,857,847 from the Companies, plus interest and costs, which continue to accrue (the “**ATB Secured Indebtedness**”) plus a further approximately \$102,676 in relation to the Receiver’s Borrowings.
56. The Receiver’s legal counsel conducted a review of the loan and security documents in respect of the ATB Secured Indebtedness, which confirmed that ATB has valid and enforceable security as against the Lands and other property of the Companies, subject to the customary qualifications and assumptions contained in such opinions. ATB is anticipated to experience a significant shortfall on its security, and as a result, it is the primary economic stakeholder in these proceedings.
57. Following the closing of the Sale Agreement, the Receiver will be holding a significant amount of funds as detailed in the Projected SRD, as attached to the Confidential Supplement.
58. As a result, the Receiver proposes to issue the Proposed Interim Distribution to ATB, which contemplates an appropriate holdback for the Condo Amounts, a provision for ongoing operating costs and professional fees, as is detailed in the Projected SRD, attached to the Confidential Supplement.

### TEMPORARY SEALING ORDER

59. The Receiver is seeking a temporary sealing order for the Confidential Supplement. The Confidential Supplement contains sensitive commercial information related to the Sales Process and the Proposed Transaction. The dissemination of this confidential information could negatively impact a future sales process in the event required by the Receiver if disclosed to the public at this time.
60. Accordingly, the Receiver considers that a temporary sealing order (the “**Sealing Relief**”), which would seal the Confidential Supplement until the earlier of: (a) filing of a Receiver’s Certificate confirming that the Proposed Transaction has successfully closed; (b) June 30, 2026; or (c) further order of this Court. The Receiver considers the Sealing Relief to be necessary and that no reasonable alternative measures exist.

61. The Receiver (through legal counsel) will issue the requisite notice to the media through the Court's online portal.

**RECOMMENDATIONS**

62. The Receiver respectfully recommends that this Honourable Court approve:
- (a) the Receiver's activities, as outlined in this First Report, including the Sales Process, the Listing Agreement, and the Interim SRD;
  - (b) the Sale Agreement and the Proposed Transaction;
  - (c) the professional fees of the Receiver and the Receiver's legal counsel; and
  - (d) the Proposed Interim Distribution.

All of which is respectfully submitted this 24<sup>th</sup> day of November, 2025.

**BDO Canada Limited**

In its capacity as Receiver of Starke Capital Corp. and 1637102 Alberta Ltd.  
and not in its personal or corporate capacity



Per:

Kevin Meyler, CA, CIRP, LIT  
Senior Vice President

# APPENDIX “A”



## 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

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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 )

## REGISTRATION

# 181 094 686

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 )

## 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 )

## REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
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		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.
231 373 224	01/12/2023	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 231312319 DATE RECEIVED: NOVEMBER 16, 2023

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

TOTAL INSTRUMENTS: 017

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED HEREIN THIS 19 DAY OF NOVEMBER, 2025 AT 04:21 P.M.

ORDER NUMBER: 55598077

CUSTOMER FILE NUMBER:



\*END OF CERTIFICATE\*

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

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

# APPENDIX “B”

**JULY 9, 2025**

Avison Young Commercial  
Real Estate Services, LP  
4300, 525 – 8<sup>th</sup> Avenue SW  
Calgary, AB T2P 1G1

**ATTENTION: Steven Goertz, Walsh Mannis & Jacob Robinson**

RE: Municipal Address: 811 14 Street NW, Calgary AB, T3K 0R1

Legal Description: Condominium Plan No. 8111330

(the "Property")

In consideration of **Avison Young Commercial Real Estate Services, LP ("Avison Young")**, and **Steven Goertz, Walsh Mannis, and Jacob Robinson** (the "**Listing Agents**"), agreeing to provide its services in accordance with the terms of this Exclusive Commercial Listing Agreement (the "**Listing Agreement**"), **BDO Canada Limited in its capacity as Court appointed Receiver of Starke Capital Corp. and 1637102 Alberta Ltd. and not in its personal or corporate capacity.** ("**Receiver**", "**we**", "**our**" or "**us**") irrevocably authorize and empower Avison Young to act as our exclusive agent to list for sale and to procure offers for purchase and sale of the Property ("**Purchase Agreement**") on the following terms and conditions:

1. **Term.** Subject to termination in accordance with Paragraph 15 below, this Listing Agreement:
  - (a) remains in full force and effect from the date of the execution of this Listing Agreement by both Parties until 5:00 o'clock p.m., Calgary time on **January 31, 2026**, and
  - (b) automatically renews for consecutive terms of one (1) month until terminated by either Avison Young or us by way of a written notice delivered not less than thirty (30) days prior to the end of the term or any renewal.

("Term" means the term of this Listing Agreement and any renewals.)

2. **List Price.** The list price shall be as determined by the Receiver from time to time.
3. **Commission.** Should the Property be sold or deemed to be sold during the Term or should a sale or deemed sale be made as a result of negotiations that originated during the Term to a buyer introduced to the Property by Avison Young, we agree to unconditionally pay Avison Young a commission of two and a half (2.5%) percent of the gross sale price (the "**Commission**").

Should a sale or deemed sale be effected by another co-operating broker, defined as an agent other than the Listing Agent, we agree to pay a commission of two and a half (2.5%) percent of the gross sale price (the "**Commission**"), to be split between the two parties.

4. **Sale of Property.** After Court approval of the sale of the Property, the Property will be deemed to be sold, and the Commission fully earned by Avison Young, immediately upon the closing or any transfer, disposition or sale of the Property.
5. **Payment of Commission.** We will unconditionally and without any set off or deduction, pay the Commission on the closing date provided for in any Purchase Agreement (the "**Closing Date**"), provided that the Purchase Agreement actually closes. In the event the Property is sold or deemed to be sold during the Term other than by way of Purchase Agreement, the Property will be deemed to be sold for a price equal

to the gross sale price payable by the buyer, and the Commission will be fully earned, due, and unconditionally payable to Avison Young immediately upon the closing of such sale.

6. **Taxes.** In addition to any other amounts payable, we agree to pay to Avison Young, at the time of payment of the Commission, any G.S.T., sales tax, value added tax, or any other similar tax imposed against us by any federal, provincial, or municipal law, bylaw, or regulation (collectively "**Taxes**"), to the extent that such Taxes are imposed on us by reason of any service provided to us by Avison Young.
7. **Deposit.** We agree that if any Purchase Agreement provides for deposits to be paid to Avison Young ("**Deposit**"), the Deposit will be held by Avison Young in its trust account. We authorize Avison Young to deduct earned Commission and other amounts that may be or become owing by us to Avison Young from any such Deposit held when such Commission becomes payable. In the event of a sale not being completed as result of a default by the buyer, and the Deposit being forfeited by the buyer, we authorize Avison Young to deduct and pay to itself one-half of the Deposit, up to a sum equivalent to the Commission, and other amounts that may be or become owing by us to Avison Young. The remaining balance of the Deposit will then be paid to us.
8. **Sales Following Expiration of Term.** We agree that in the event the Property is sold or deemed to be sold within sixty (60) days following the earlier of the expiration of the Term or the date of the termination of the Listing Agreement, and:
  - (a) the buyer was introduced to us by Avison Young; or
  - (b) the buyer purchased the Property as a result of negotiations or services provided by Avison Young prior to the termination or expiration of the Term,

then we agree to pay the Commission and any other amounts payable to Avison Young in accordance with the provisions of this Listing Agreement. Within seven (7) days of the expiration or termination of the Term, Avison Young will provide to us, a written list of any prospective buyers, who have been in direct contact with Avison Young with respect to the potential purchase of the Property or that Avison Young are actively pursuing.
9. **Interest.** We agree that any outstanding Commission and other amounts that may be or become owing by us to Avison Young will bear interest at a rate of one percent (1%) per month (12% per annum) calculated and payable monthly, if such amounts are more than thirty (30) days overdue.
10. **Legal Costs.** We agree to pay to you, and such amount will become part of the amounts owing, all costs, charges, and expenses (including without limitation all legal fees and disbursements as between a solicitor and his own client on a full indemnity basis) incurred by Avison Young as a result of:
  - (a) Any default by us in complying with any term or condition of the Listing Agreement; and
  - (b) Any steps or actions that Avison Young takes in order to enforce payment of the Commission and any other amounts payable under the Listing Agreement, or to protect its legal right under the Listing Agreement.
11. **Duties and Responsibilities of Seller.** For the duration of the Term, we will:
  - (a) give Avison Young access during traditional business hours, Monday through Friday, or at other times upon notification to Duane Smith.
  - (b) permit Avison Young to place suitable "For Sale" and "Sold By" or similar signs on the Property;
  - (c) insure the Property and its contents against loss or damage due to perils normally insured against for similar properties;
  - (d) communicate and co-operate with Avison Young in a timely manner;

- (e) provide Avison Young with any information necessary, to the extent available to the Receiver, for the listing and marketing of the Property;
  - (f) immediately advise Avison Young of any material change in the physical condition or status of the Property; and
  - (g) refer to Avison Young any and all offers for purchase and sale submitted to us from any source whatsoever, before acceptance of same by us.
12. **Confidentiality.** Unless otherwise advised in writing, any and all information received by Avison Young from us, or from any other party regarding us, in the course of the agency relationship contemplated will be deemed to be information disclosed in confidence to Avison Young notwithstanding that such information may have been received before the execution of this Listing Agreement.
13. **Termination on Default.** Either party may terminate the Listing Agreement (the "**Terminating Party**") as follows:
- (a) In the event that a party makes a general assignment for the benefit of its creditors, files or presents a bankruptcy application, makes a proposal, or commits any act of bankruptcy, or if any action is taken for the winding up, liquidation, or the appointment of a liquidator, trustee in bankruptcy, custodian, curator, sequestrator, receiver, or any other officer with similar powers, or if a judgment or order will be entered by any court approving a plan or proposal for reorganization, arrangement, or compromise or in respect of any party, then the Terminating Party, may but will not be obligated, to terminate the Listing Agreement immediately upon giving written notice to the other party.
  - (b) In the event a party (the "**Defaulting Party**") is in default of complying with any other term or condition of the Listing Agreement, the Terminating Party will notify the Defaulting Party in writing of its intent to terminate this Listing Agreement for default or non-performance by the Defaulting Party. Such notice will provide the specifics of the alleged default or non-performance by the Defaulting Party and the Defaulting Party will have ten (10) days from receipt of such notice to remedy or rectify such default or non-performance, or, if not remediable or rectifiable within ten (10) days, to take such steps to commence to remedy or rectify such default or non-performance as is reasonable in the circumstance (the "**Cure Period**"). If, in the Terminating Party's opinion, acting reasonably, such default or non-performance has not been remedied or rectified, the Terminating Party may, after expiry of the Cure Period, terminate this Listing Agreement upon providing ten (10) days written notice to the Defaulting Party.
  - (c) Notwithstanding Paragraphs 16(a) or (b), in the event that a party makes a general assignment for the benefit of its creditors, files or presents a bankruptcy application, makes a proposal, or commits any act of bankruptcy, or if any action is taken for the winding up, liquidation, or the appointment of a liquidator, trustee in bankruptcy, custodian, curator, sequestrator, receiver, or any other officer with similar powers, or if a judgment or order is entered by any court approving a plan or proposal for reorganization, arrangement, or compromise or in respect of any party, then the Terminating Party, may but will not be obligated, to terminate the Listing Agreement immediately upon giving written notice to the other party.
14. **Transaction Brokerage.** We acknowledge that from time to time Avison Young may also be asked to represent a buyer or prospective buyer of the Property. In the event that Avison Young wishes to represent both us and the buyer, or prospective buyer, then Avison Young will:
- (a) immediately advise us of its desire to undertake concurrent representation of us and the buyer or prospective buyer;
  - (b) give us an opportunity to seek independent advice concerning the joint representation; and

- (c) obtain the agreement of us and the buyer, or prospective buyer, to the form of Transaction Brokerage Agreement attached as Schedule "A."

In the event we are not prepared to enter into the Transaction Brokerage Agreement, then Avison Young will continue to represent us only, and Avison Young will advise the buyer or prospective buyer accordingly.

15. **Notice.** Any notice required to be given may be given to us at Avison Young Commercial Real Estate Services, LP and to Avison Young at 4300, 525-8<sup>th</sup> Avenue SW, Calgary, Alberta, T2P 1G1, or such other address of which either party may notify the other from time to time in writing.
16. **Unenforceable Terms.** Any term, condition, or provision of this Listing Agreement that is or will be deemed to be void, prohibited, or unenforceable in any jurisdiction will, as to such jurisdiction, be severable and be ineffective to the extent of such avoidance, prohibition, or unenforceability without in any way invalidating the remaining terms, conditions, and provisions.
17. **Conflict of Laws.** This Listing Agreement will be construed and enforced in accordance with the applicable laws of the Province of Alberta and the applicable laws of Canada and the Parties attorn to the courts of the Province of Alberta.
18. **Enurement.** This Listing Agreement will ensure to the benefit of and be binding upon the Parties together with their heirs, executors, administrators, successors, and permitted assigns.
19. **Headings.** The headings used in this Listing Agreement are for convenience of reference only and will not be deemed to be a part of this Listing Agreement and will not be referred to in connection with the construction and interpretation of this Listing Agreement.
20. **Severability.** The invalidity or unenforceability of any provision of this contract will not affect the validity or enforceability of any other provision contained in this Listing Agreement. If any provision of this Listing Agreement is illegal, invalid, or void under any applicable law, such provision should be considered severable, remaining provisions will not be impaired and the Listing Agreement will be interpreted as far as possible so as to give effect to its stated purpose.
21. **Time of the Essence.** Time is of the essence of this Listing Agreement and of every part of it.
22. **Counterparts.** This Listing Agreement may be executed in one or more counterparts, each of which will be considered an original but all of which together will constitute one and the same instrument. In addition, facsimile or electronic copies of executed counterparts will be conclusively regarded for all purposes as originally executed counterparts pending the delivery of the originals.

23. **Authority.** We confirm that we have the full power and authority to enter into this Listing Agreement and to sell the Property subject to approval by the Court of King's Bench of Alberta. We acknowledge having read this Listing Agreement and having received a true copy of it. We further acknowledge to you that we do not hold an authorization as a real estate broker issued by the Real Estate Council of Alberta.

DATED at the City of Calgary, in the Province of Alberta, this 23 day of July 2025.

**BDO CANADA LIMITED IN ITS CAPACITY AS COURT APPOINTED RECEIVER OF STARKE CAPITAL CORP. AND 1637102 ALBERTA LTD. AND NOT IN ITS PERSONAL OR CORPORATE CAPACITY.**



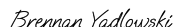
PER: \_\_\_\_\_

Kevin Meyler  
Senior Vice President

PER: \_\_\_\_\_

DATED at the City of Calgary, in the Province of Alberta, this 22 day of July 2025.

**AVISON YOUNG COMMERCIAL REAL ESTATE SERVICES, LP**



PER: box SIGN 1XJ9VW51-4YXP1Q5Y

**SCHEDULE “A”**

In this Schedule “A”, the following terms have the following meanings:

- (a) **“Facilitation Services”** means the services Avison Young will provide to both us and the Prospective Purchaser as set out in the Transaction Brokerage Agreement;
- (b) **“Prospective Purchaser”** means a person or corporation who has expressed an interest in purchasing the Property and who has asked Avison Young to assist it;
- (c) **“Transaction Brokerage Agreement”** means the written agreement to be entered into between Avison Young, the Prospective Purchaser, and us, which sets out the terms and conditions under which Avison Young will act as a Transaction Facilitator;
- (d) **“Transaction Facilitator”** means the role of Avison Young in providing Facilitation Services on behalf of us and the Prospective Purchaser.

24. We acknowledge and agree that:

- (a) in being asked to represent the interests of both us and the Prospective Purchaser, Avison Young may have a conflict of interest, preventing Avison Young from:
  - (i) acting solely in the best interest of either us or the Prospective Purchaser to the exclusion of the other;
  - (ii) avoiding potential conflicts of interest that may arise as a result of acting on behalf of both us and the Prospective Purchaser;
  - (iii) disclosing or revealing all facts and information that may influence the decisions of us or the Prospective Purchaser; and
  - (iv) maintaining the confidentiality of any information or documentation obtained from either us or the Prospective Purchaser;
- (b) Avison Young may only act as Transaction Facilitator with the informed and voluntary consent of both us and the Prospective Purchaser;
- (c) Avison Young has advised us to seek independent advice concerning Avison Young acting as a Transaction Facilitator;
- (d) We consent to Avison Young acting as a Transaction Facilitator and in so doing to provide the Facilitation Services; and
- (e) We will enter into Avison Young’s standard form, as modified and agreed by us and Avison Young, of Transaction Brokerage Agreement with Avison Young and the Prospective Purchaser.

Initial here:

Avison Young | Vendor

<i>BY</i>	
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boxSIGN 1XJ9FNS1-0Y0PQBY

# APPENDIX “C”

**OFFER TO PURCHASE  
AND AGREEMENT OF PURCHASE AND SALE**

**Between**

**1637102 ALBERTA LTD.** (the "**Vendor**") by and through its court appointed receiver and manager **BDO CANADA LIMITED** (the "**Receiver**"), in its capacity as receiver and manager, and not in its personal or corporate capacity

-and-

**VEDRAN JAKOVLJEVIC** (the "**Purchaser**")

**RECITALS:**

- A. By a receivership order granted by the Alberta Court of King's Bench on January 18, 2024, the Receiver was, *inter alia*, appointed as receiver over all of the Vendor's assets, undertaking and property, including, the Lands, for purposes of selling, leasing or disposing of such property on behalf of the Vendor's secured creditors.
- B. The Purchaser wishes to purchase from the Vendor all of the Vendor's right, title, and interest in the Property (as hereinafter defined) on the terms and conditions contained herein.

**NOW THEREFORE** in consideration of \$2.00 paid by each party to the other, the mutual covenants and agreements between the parties contained in this Agreement and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties hereto agree as follows:

**ARTICLE 1  
OFFER AND ACCEPTANCE**

1.1 Offer

The VENDOR hereby OFFERS TO SELL to the PURCHASER all of the VENDOR's right, title and interest in the Property (as hereinafter defined) subject only to the Permitted Encumbrances (as hereinafter defined) for the Purchase Price (as hereinafter defined), on the terms and conditions contained herein.

1.2 Acceptance

This offer is open for acceptance by the Purchaser by its signing the acceptance provided in this offer and delivering a copy of this offer with executed acceptance to the Vendor no later than 5:00 p.m. (Calgary time) on the 16<sup>th</sup> day of October, 2025. ACCEPTANCE OF THIS OFFER BY THE PURCHASER SHALL CONSTITUTE AN AGREEMENT OF PURCHASE AND SALE BETWEEN THE PARTIES SUBJECT TO THE TERMS AND CONDITIONS HEREIN CONTAINED.

**ARTICLE 2  
DEFINITIONS**

2.1 For the purpose of this Agreement the following terms shall have the respective meanings hereinafter specified:

"**Act**" means the *Condominium Property Act* (Alberta);

"**Agreement**" or "**offer**" means this offer to purchase and agreement of purchase and sale and any schedules attached hereto which are referred to in this agreement, together with any amendment or supplement thereto;

"**Approval and Vesting Order**" means an order granted by the Court which authorizes, approves and confirms this Agreement and the sale of the Property by the Vendor to the Purchaser in accordance with the terms and conditions contained herein, and upon registration thereof at the Alberta Land Titles Office, will vest title to the Property in the Purchaser free and clear of all encumbrances, liens, security interests or claims, other than Permitted Encumbrances;

"**Business Day**" means any day other than a Saturday, Sunday or a statutory holiday in the Province of Alberta;

"**Closing**" means the completion of the transactions contemplated by this Agreement;

"**Closing Date**" means the date which is sixty (60) calendar days following waiver or satisfaction of the Vendor's Condition or such other earlier date as may be agreed to by the Parties;

"**Collateral Property**" means all goods, chattels, machinery, equipment, furniture, appliances, tools and other similar such items owned by the Vendor and situate on the Lands which are used in the operation, management, use or maintenance of the Property;

"**Condominium Corporation**" means THE OWNERS : CONDOMINIUM PLAN NO. 8111330;

"**Confidential Information**" means this Agreement and all information, data and knowledge relating to the Property, whether factual or interpretive, disclosed to the Purchaser pursuant to Section 6.1 hereof, or otherwise, or discovered by the Purchaser in the course of exercising any of its rights hereunder;

"**Court**" means the Alberta Court of King's Bench;

"**Deposit**" means the First Deposit and the Second Deposit;

"**Dollars**" and "\$" means dollars of the lawful money of Canada;

"**First Deposit**" means TWO HUNDRED THOUSAND DOLLARS (\$200,000.00);

"**GST**" means the goods and services tax payable pursuant to the *Excise Tax Act* (Canada) or such other similar amended or replacement legislation;

"**Lands**" means the lands legally described in Schedule "A" attached hereto;

"**Leases**" means any and all leases in respect of the Property, all of which are described in Schedule "C" hereto;

"**Party**" means a party to this Agreement and "**Parties**" means both the Vendor and the Purchaser;

"**Permitted Encumbrances**" means the encumbrances set forth in Schedule "B" attached hereto;

"**Property**" means the Lands and all buildings, erections, structures, systems, fixtures and other improvements to and located on the Lands and the Collateral Property;

**"Purchaser's Lawyer"** means DLA Piper LLP, Attention: Veronica Monteiro, veronica.monteiro@ca.dlapiper.com;

**"Second Deposit"** means ONE HUNDRED THOUSAND DOLLARS (\$100,000.00);

**"Service Contracts"** means all service, maintenance and other contracts relating to the operation, management or maintenance of the Property;

**"Vendor's Condition"** has the meaning set out in Section 7.1 hereof;

**"Vendor's Condition Date"** means December 8, 2025, or such other date as may be agreed to between the Parties in writing; and

**"Vendor's Lawyer"** means Burnet, Duckworth & Palmer LLP.

### **ARTICLE 3 AGREEMENT**

3.1 The Vendor shall sell to the Purchaser, and the Purchaser shall purchase from the Vendor, all of the Vendor's right, title and interest in the Property, effective on the Closing Date free and clear of all encumbrances other than Permitted Encumbrances, at and for the Purchase Price, plus applicable GST and upon and subject to the terms and conditions hereinafter set out.

### **ARTICLE 4 GST**

4.1 The Purchase Price does not include GST or any other sales taxes payable in respect of the sale of the Property. The Purchase Price will be subject, on the Closing Date, to the addition of GST which shall be paid by the Purchaser to the Vendor on the entire Purchase Price in accordance with applicable law. Alternatively, in the event the Purchaser is, and represents and warrants to the Vendor that the Purchaser is, a registrant under the *Excise Tax Act* (Canada), and provides the Vendor with: (a) its GST registration number as issued under Part IX of the *Excise Tax Act* (Canada); and (b) written assurances of the fact that: (i) the Purchaser is a registrant as at the Closing Date; (ii) the Purchaser shall self-assess and remit the GST directly; and (iii) the Vendor is relieved and indemnified in respect of all GST liability in connection with the transactions contemplated by this Agreement, all to the satisfaction of the Vendor acting reasonably, then the Purchaser will account directly to Canada Revenue Agency for the GST payable on this transaction as required and permitted by applicable law.

### **ARTICLE 5 PURCHASE PRICE**

5.1 The Purchaser agrees to pay the Purchase Price, plus GST, subject to the adjustments (as applicable) as provided for herein as follows:

- (a) the First Deposit shall be paid by the Purchaser to the Vendor's Lawyer by wire transfer within two (2) Business Days following acceptance of this offer by the Purchaser, which amount shall be held in trust without interest and applied to the Purchase Price or otherwise dealt with as provided for herein;

- (b) the Second Deposit shall be paid by the Purchaser to the Vendor's Lawyer by wire transfer within two (2) Business Days following waiver by the Vendor of the Vendor's Condition, which amount shall be held in trust without interest and applied to the Purchase Price or otherwise dealt with as provided for herein; and
- (c) the balance of the Purchase Price shall be paid by the Purchaser to the Vendor's Lawyer by wire transfer on or before the Closing Date.

5.2 If the First Deposit is not paid by the Purchaser in accordance with Subsection 5.1(a), the Vendor shall be entitled to terminate this Agreement by notice to the Purchaser and upon delivery of such notice this Agreement shall terminate.

5.3 If by reason of the default of the Purchaser, the purchase and sale transaction contemplated herein is not completed, all or any portion of the Deposit held by the Vendor's Lawyer will become forfeited to the Vendor as liquidated damages and not as a penalty and without prejudice to any other rights or remedies the Vendor may have at law or in equity against the Purchaser for such default.

5.4 Subject to the remainder of this Agreement, including, Section 10.1, if by reason of the default of the Vendor the purchase and sale transaction contemplated herein is not completed, all or any portion of the Deposit held by the Vendor shall be paid to the Purchaser without prejudice to any other rights or remedies the Purchaser may have at law or in equity against the Vendor for such default.

5.5 In holding and dealing with the Deposit pursuant to this Agreement, the Vendor's Lawyer: (i) is not providing any legal services to the Purchaser and shall continue to represent the Vendor only; (ii) is not bound in any way by any agreement other than this Agreement; and (iii) shall not be considered to assume any duty, liability or responsibility other than to hold the Deposit in accordance with the provisions of this Agreement and to pay the Deposit in accordance with the terms of this Agreement (or as may otherwise be provided for in any joint direction duly executed by the parties and in a form acceptable to the Vendor's Lawyer), except in the event of a dispute between the parties as to entitlement to the Deposit in which event the Vendor's Lawyer may, in its sole discretion, pay the Deposit into the Court or as the Court may otherwise direct whereupon the Vendor's Lawyer shall have no further obligations relating to the Deposit. This Section will survive the completion of the matters contemplated in, or any termination of, this Agreement.

## **ARTICLE 6 DELIVERY OF DOCUMENTS**

6.1 The Purchaser acknowledges that the Vendor has delivered to the Purchaser, either in hard copy format or electronically, certain documents of title, files, reports or other documentation directly pertaining to the Lands which were in the Vendor's possession or control as of the date of this Agreement, if any.

6.2 Unless disclosure is required by law, all Confidential Information shall be kept in strict confidence by the Purchaser and shall only be disclosed to its directors, officers, professional advisors and proposed mortgage lenders on a "need to know" basis for the sole purpose of evaluating the acquisition of the Property by the Purchaser in accordance with this Agreement. Before making any disclosure required by law, a party that is required to make such disclosure shall notify the Vendor in advance so as to give the Vendor time to seek a protective order. The Purchaser covenants and agrees with the Vendor that when providing Confidential Information to any person it will ensure that such person is bound by the confidentiality provisions contained herein and that such person shall not disclose or further transmit any

Confidential Information. If the Purchaser does not proceed with the acquisition of the Property in accordance with this Agreement, the Purchaser shall not use any Confidential Information and shall promptly deliver to the Vendor all originals and any copies or other reproductions of any Confidential Information and shall destroy or deliver to the Vendor such notes, reports and all other written material whatsoever prepared by the Purchaser, or on behalf of the Purchaser, in connection with its review of such Confidential Information. The rights and obligations of the Parties set forth in this Section shall survive any termination of this Agreement for a period of two (2) years from the date of such termination.

#### **ARTICLE 7 CONDITIONS TO CLOSING**

7.1 The obligation of the Vendor to complete the purchase and sale transaction contemplated by this Agreement shall be subject to the Court granting an Approval and Vesting Order on a form acceptable to the Vendor, in its sole discretion (the "**Vendor's Condition**"). The Vendor's Condition is for the sole benefit of the Vendor and may be waived in whole or in part by the Vendor by written notice to the Purchaser at any time on or prior to the Vendor's Condition Date. If the Vendor has not given notice to the Purchaser that the Vendor's Condition has been satisfied or waived on or prior to the Vendor's Condition Date, such condition shall be deemed not to have been waived or satisfied.

7.2 On satisfaction or waiver, as applicable, of the Vendor's Condition, in writing and within the time period prescribed therefor, this Agreement shall become unconditional and the First Deposit shall become, and the Second Deposit upon payment shall be, non-refundable subject to Section 5.4 hereof.

7.3 If the Vendor's Condition is not satisfied or waived by the Vendor in writing within the time period prescribed therefor, this Agreement and all of the rights and obligations of the parties hereunder shall be terminated and the Deposit will be forthwith returned to the Purchaser. A waiver is binding upon the Vendor, as applicable, only if it is in writing.

#### **ARTICLE 8 REPRESENTATIONS AND WARRANTIES**

8.1 The Purchaser hereby acknowledges that none of the Vendor, the Receiver, or any of their respective agents or representatives, have made any representations or warranties whatsoever with respect to the Property, the Leases, the correctness or completeness of any of the documents or materials delivered to the Purchaser under Section 6.1 or any environmental matters. Without limiting the generality of the foregoing, the Purchaser acknowledges and agrees that the Vendor, the Receiver, and any of their respective agents or representatives, have not made, do not make and specifically negate and disclaim any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, including, but not limited to, representations, warranties, promises, covenants, agreements or guaranties with respect to:

- (a) the quality, nature, adequacy and physical condition of the Lands or any buildings or improvements located thereon;
- (b) the size and dimensions of the Property or any buildings or improvements located thereon;
- (c) the manner or quality of construction or materials, incorporated into the Property;
- (d) the existence or condition of any Collateral Property included under this Agreement or otherwise sold with the Property;

- (e) the income to be derived from the Property, the expenses or operations of the Property, or the economics of operation of the Property;
- (f) the habitability, merchantability, marketability, suitability, profitability or fitness of the Property or any component or system thereof or thereon for any and all activities and uses which Purchaser may conduct thereon;
- (g) whether the Property complies with any existing land use bylaws or regulations, municipal development agreements or plans or codes, laws, rules, ordinances, regulations, covenants or conditions;
- (h) any other matter affecting the stability or integrity of the Lands or any buildings or improvements situated thereon;
- (i) the value, nature, quality, structural integrity or condition of the Property, including, without limitation, the water (including groundwater), soil (including repairs, additions or condition thereof), or geology;
- (j) the potential for further development of the Lands;
- (k) the location of any buildings or other improvements on the Property and whether such location complies with any applicable municipal bylaws or regulations;
- (l) the existence of vested land use, zoning or building entitlements affecting the Lands;
- (m) whether or not any buildings or improvements located on the Property encroach onto any neighbouring lands or any easements or rights of way;
- (n) whether or not any buildings or improvements located on neighbouring lands encroach onto the Property;
- (o) whether the Lands are located wholly or partially in any flood plain or flood hazard boundary or similar area;
- (p) the availability, quality, nature, adequacy and physical condition of public utilities and services for the Lands;
- (q) the sufficiency of any undershoring or drainage;
- (r) the environmental condition of the Property, including, whether or not the Property is contaminated with any hazardous substance within the meaning of the *Environmental Protection and Enhancement Act* (Alberta);
- (s) the presence of any hazardous substance on, in, under or about the Lands or any nearby property;
- (t) the existence or non-existence of underground storage tanks;
- (u) whether or not any of the buildings or other improvements located on the Property have been insulated with urea formaldehyde insulation;

- (v) the existence or non-existence of any asbestos, mold, fungus, bacteria and/or biological growth or biological growth factors on or at the Lands;
- (w) the Leases, including, the completeness or accuracy of the description of the Leases contained in Schedule "C" or any documentation provided in respect of the Leases, the existence or non-existence of any defaults under the Leases, the status of the Leases, or the existence or non-existence of any deposits under the Leases;
- (x) the manner, quality, status of repair or lack of repair of the Property (including any plans and specifications that may have been or which may be provided to the Purchaser by the Vendor);
- (y) the conformity of the improvements to any plans or specification for the Property (including any plans and specifications that may have been or which may be provided to the Purchaser by the Vendor);
- (z) the existence or non-existence of any leases, agreements to lease, tenancy agreements, licences of occupation, or any amendment, extension or modification thereof, whether written or oral relating to any use or occupation of the Property; or
- (aa) any other matter whatsoever; and

the Purchaser shall not, in respect of the Property, call for compliance with, or satisfaction of, any work orders, deficiency notices, orders to comply, or any other building code, fire code or regulations, whether environmental, or otherwise, and whether imposed by law, equity or any regulatory authority.

8.2 The Purchaser hereby represents and warrants to the Vendor (which representations and warranties, unless otherwise indicated, are true now and will be true from this date to and including the Closing Date) that:

- (a) the Purchaser is a corporation duly incorporated and validly existing under the laws of the Province of Alberta, or is otherwise a validly registered extra-provincial corporation in the Province of Alberta, and is in good standing under the laws of Alberta with respect to the filing of annual reports, and has the power, authority, right and capacity to enter into this Agreement and to carry out the transactions contemplated hereby, all of which has been, or by the Closing Date shall have been, duly and validly authorized by all requisite corporate actions and proceedings;
- (b) neither the execution of this Agreement nor its performance by the Purchaser will result in a breach of any term or provision or constitute a default under any indenture, mortgage, deed of trust or any other agreement to which the Purchaser is a party or by which it is bound which breach could materially affect the ability of the Purchaser to perform its obligations hereunder; and
- (c) the Purchaser is not a non resident of Canada within the meaning of the *Income Tax Act* of Canada.

8.3 The foregoing representations and warranties set forth in Section 8.2 shall be, and shall be deemed to be, continuing representations and warranties by the Purchaser, and shall survive the completion of the matters contemplated herein for a period of two (2) years from the Closing Date.

**ARTICLE 9  
AS IS, WHERE IS**

9.1 THE PURCHASER HEREBY ACKNOWLEDGES AND AGREES THAT IT IS PURCHASING THE PROPERTY ON A STRICTLY "AS IS, WHERE IS" BASIS. The Purchaser acknowledges and confirms that it is relying on its own investigations concerning the Property and it has not relied on advice from the Vendor, the Receiver, or any of their respective agents or representatives with respect to the condition of or title to the Property. The Purchaser acknowledges and agrees that it is familiar with the condition of the Property, including the past and present use of the Property and that the Purchaser is not relying upon any representation or warranty of the Vendor or the Receiver as to the condition, environmental or otherwise, of the Property. The Vendor and the Receiver are not liable or bound in any manner by any verbal or written statements, representations or information pertaining to the Property, or the operations thereof, furnished by any broker, agent, employee, servant or other person.

9.2 The Purchaser further acknowledges and agrees that, notwithstanding any applicable law or customary practice to the contrary, neither the Vendor nor the Receiver shall be required to deliver any condominium related documents to the Purchaser, including, any condominium estoppel certificate, insurance certificate relating to insurance carried by the Condominium Corporation or any other condominium related documents or instruments, including, any documents contemplated by the Act and further, the inability of the Purchaser to obtain such documents, certificates and information directly from the Condominium Corporation and any consequent breach of the Condominium Corporation's obligations under the Act shall in no event constitute a breach of the Vendor's obligations under this Agreement or entitle the Purchaser to avoid or delay closing of the transactions contemplated hereunder.

9.3 The Purchaser hereby waives all rights and remedies (whether now existing or hereinafter arising and including all equitable, common law, tort, contractual and statutory rights and remedies) against the Vendor, the Receiver, or any of their respective agents and representatives in respect of the Property or this Agreement or any representations or statements made, direct or indirect, express or implied, or information or data furnished to the Purchaser or its representatives, in connection herewith (whether made or furnished orally or by electronic, faxed, written or other means). Neither the Vendor nor the Receiver shall have any obligation, responsibility or liability to the Purchaser with respect to any matter relating to the Property or the condition thereof.

9.4 Provided that Closing has occurred, the Purchaser shall be solely liable and responsible for and shall indemnify the Vendor and the Receiver from and against any and all manner of actions or causes of action, damages, costs, loss, or expenses of whatever kind which the Vendor or the Receiver may sustain, incur, or be put to by reason of or arising out of any matter or thing attributable to or connected with the Property no matter when arising, including: (i) the ownership, operation, use, construction or maintenance of the Property; (ii) the presence of any hazardous substances in the Property or any adverse environmental condition relating to the Property; and (ii) the Leases

9.5 Notwithstanding that the Receiver is not a party to this Agreement, the Purchaser acknowledges and agrees that the Receiver may rely on this Agreement for the purposes of enforcing any releases, exculpatory provisions, limitations of liability, or indemnities granted by the Purchaser in favour of the Receiver hereunder.

**ARTICLE 10  
RECEIVER LIABILITY**

10.1 The Purchaser hereby expressly acknowledges and agrees that the Receiver is acting only in its representative capacity as Court-appointed receiver and manager of the Vendor and shall have no

personal or corporate liability under or as a result of entering into or carrying out the transactions contemplated by this Agreement.

## **ARTICLE 11 POSSESSION**

11.1 Subject to the rights of the any tenants pursuant to the Leases, The Purchaser will have vacant possession of the Property on the Closing Date. The Vendor shall deliver to the Purchaser on the Closing Date all keys, combinations, codes and other similar such items and information relating to the Property in its possession or control.

## **ARTICLE 12 CLOSING**

12.1 The Vendor shall provide to the Purchaser's Lawyer, in trust, the following documents executed by the Vendor or such other parties as may be specified, on the Closing Date:

- (a) a certified copy of the Approval and Vesting Order;
- (b) the Receiver's Certificate (with a filed copy to follow on a post-closing basis);
- (c) a statement of adjustments having annexed thereto reasonable details of the calculations used by the Vendor or the Vendor's Lawyer to calculate the credits and debits with respect to the Property, which shall be those credits and debits as would customarily be adjusted for in a similar transaction in Alberta;
- (d) a bill of sale in respect of the Collateral Property, which shall provide that the Collateral Property is being conveyed on an "as is, where is" basis;
- (e) an assignment and assumption agreement in respect of the Leases;
- (f) a direction to the tenants under the Leases providing notice of the assignment of the Leases and directing that all future rents are to be paid, and that all future notices and communications are to be made, to the Purchaser or as the Purchaser may otherwise direct in writing;
- (g) an assignment and assumption agreement in respect of those of the Service Contracts which can be assigned without the counterparty's consent that the Purchaser wishes to take an assignment of; and
- (h) any other documents, resolutions and certificates necessary or reasonably required and requested in advance of the Closing Date by the Purchaser to establish the validity of all proceedings to effectively transfer the Property by the Vendor to the Purchaser.

12.2 On or before the Closing Date the Purchaser shall deliver to the Vendor's Lawyer the following, properly executed and acknowledged:

- (a) a wire transfer payable to the Vendor's Lawyer in trust in the amount due to the Vendor on the Closing Date in accordance with the statement of adjustments;
- (b) payment of the GST or a certificate of GST registration and indemnity in lieu thereof;

- (c) a certificate of the Purchaser certifying that the Purchaser is not a non resident of Canada for the purpose of the *Income Tax Act*;
- (d) all documents listed in Section 12.1 which contemplate execution by the Purchaser; and
- (e) any other documents, resolutions and certificates necessary or reasonably required and requested in advance of the Closing Date by the Vendor's Lawyer to establish the validity of all proceedings to effectively transfer the Property by the Vendor to the Purchaser.

12.3 The documents and other instruments to be delivered to the Purchaser's Lawyer and the Vendor's Lawyer in accordance with this Article may be delivered in trust on such reasonable trust conditions as would customarily be imposed in a similar transaction in Alberta which shall include, without limitation, that the Purchaser shall not make any use of the closing documents unless and until the Purchase Price has been unconditionally released to the Vendor. The Purchaser, at its sole cost and expense, shall obtain a title insurance policy to close the transactions contemplated herein.

12.4 Unless this Agreement expressly provides to the contrary, the Vendor and the Purchaser shall be responsible for each of their respective costs in respect of this transaction. The closing documents with respect to the Property shall be prepared by the Vendor's Lawyer at the Vendor's sole cost and expense. The Purchaser shall be responsible for the registration costs with respect to registering the documentation transferring title to the Lands.

12.5 The Property will be at the risk and responsibility of the Vendor until the Closing Date and thereafter at the risk and responsibility of the Purchaser.

12.6 All items in the statement of adjustments shall be made and adjusted as of the Closing Date and the Closing Date in its entirety shall be to the account of the Vendor for such items. If any item cannot be determined on the Closing Date, an estimate shall be made for purposes of closing. Upon Closing, the statement of adjustments shall be final and binding on the parties and shall not be subject to adjustment or re-adjustment following Closing whether to address any errors or omissions or otherwise. The Purchaser acknowledges and agrees that neither the Vendor nor the Receiver holds any deposits relating to the Leases and no adjustment shall be made in the statement of adjustments in respect thereof.

### ARTICLE 13 NOTICE

13.1 Any notice, direction or other instrument required or permitted to be given pursuant this Agreement shall be in writing and shall be sufficiently given if personally delivered, sent by pre-paid ordinary and registered mail, or sent by email to the Parties as follows:

- (a) to the Purchaser:

DLA Piper LLP  
10220 103 Ave NW Suite 2700  
Edmonton AB T5J0K4

Attention: Veronica Monteiro  
Email: [Veronica.monteiro@dlapiper.com](mailto:Veronica.monteiro@dlapiper.com)

- (b) to the Vendor:

BDO Canada Limited  
Suite 620, 903 8th Avenue SW  
Calgary, Alberta T2P 0P7

Attention: Breanne Scott/Kevin Meyler  
Email: brscott@bdo.ca/kmeyler@bdo.ca

With a copy to:

Burnet, Duckworth & Palmer LLP  
2400, 525-8<sup>th</sup> Avenue SW  
Calgary, Alberta  
T2P 1G1

Attention: David LeGeyt/Thomas Ostrowerka  
Email: dlegeyt@bdplaw.com/tostrowerka@bdplaw.com

or to such other address as any party may from time to time designate, by notice to the other(s).

Any notice personally delivered or sent by email in accordance with this Section shall be deemed to have been given and received on the day it is so delivered or transmitted, provided that if such day is not a Business Day then the notice shall be deemed to have been given and received on the Business Day next following such day. Any notice mailed in accordance with this Section shall be deemed to have been given and received on the fifth Business Day next following the date of its mailing in Alberta.

#### **ARTICLE 14 GENERAL**

14.1 Both before and after the Closing Date, the Parties will execute and do all such further deeds, acts, things and assurances as may be reasonably requisite to carry out the intent of this Agreement.

14.2 Time shall be of the essence of this Agreement.

14.3 Any tender of documents or money hereunder may be made upon the Purchaser's Lawyer or the Vendor's Lawyer, as the case may be, acting for the party on whom tender is desired.

14.4 If the date for making payment or doing any act hereunder shall be a Saturday, Sunday or a statutory holiday in the Province of Alberta, such date shall be extended to the first Business Day following such date.

14.5 The Purchaser may not assign its interest in whole or part under this Agreement without the consent of the Vendor, which may be unreasonably withheld. Notwithstanding the foregoing, the Purchaser shall not require the Vendor's consent to an assignment of this Agreement to an affiliate (as such term is defined in the *Business Corporations Act* (Alberta)) of the Purchaser. The Purchaser shall remain liable for the Purchaser's covenants and obligations contained herein notwithstanding any assignment of this Agreement.

14.6 This Agreement shall enure to the benefit of and shall be binding upon the Parties and their respective successors and assigns.

14.7 This Agreement shall be read with all changes of gender or number required by the context.

14.8 The headings of this Agreement are for convenience of reference only and are not intended to form part of this Agreement or to affect the meaning of any clause contained herein.

14.9 This Agreement contains the entire terms, conditions, and provisions relating to the matters contemplated herein and there are no other additional or collateral terms, conditions, agreements, representations or warranties, express or implied, relating to the matters contemplated herein except as expressly stated in this Agreement. This Agreement supersedes all prior oral and written agreements and understandings of the Parties, or any one of them in relation to the matters contemplated herein.

14.10 This Agreement shall not be modified, amended, or waived except by an instrument in writing duly executed and delivered by the Parties or by their respective successors and permitted assigns.

14.11 If any provision of this Agreement is determined to be invalid or unenforceable, it shall be severable from the remainder of this Agreement which shall continue to remain in full force and effect.

14.12 This Agreement shall in all respects be subject to and be interpreted and construed in accordance with the laws of the Province of Alberta and the laws of Canada, as applicable.

*[Signature page follows]*

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14.13 This Agreement may be executed in any number of counterparts with the same effect as if all signatories to the counterparts had signed one document and all such counterparts shall together constitute, and be construed as, one instrument. A signed counterpart provided electronically shall be for all purposes as effective and binding upon the Parties as an originally signed counterpart.

DATED this 16 day of October, 2025.

**1637102 ALBERTA LTD. by and through its court appointed receiver and manager BDO CANADA LIMITED, in its capacity as receiver and manager, and not in its personal or corporate capacity**

Per:   
Authorized Signatory

#### ACCEPTANCE

The undersigned Purchaser hereby accepts the offer as set out above.

DATED this 15 day of October, 2025.

*Vedran Jakovljevic*  
box SIGN 1R6K2RQX-46RR7PK9

**VEDRAN JAKOVLJEVIC**

**SCHEDULE "A"**

**LANDS**

CONDOMINIUM PLAN 8111330

UNIT 28

AND 4690 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY  
EXCEPTING THEREOUT ALL MINES AND MINERALS

**SCHEDULE "B"**

**PERMITTED ENCUMBRANCES**

1. ANY REGISTRATIONS BY OR ON BEHALF OF THE PURCHASER;
2. THOSE IMPLIED BY LAW;
3. ANY REGISTRATIONS SHOWN ON THE CONDOMINIUM ADDITIONAL PLAN SHEET CERTIFICATE FOR 1013245;CS; AND
4. 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

**SCHEDULE "C"****LEASES**

1. Lease dated May 30, 2011, originally between Opal Investment Corporation (a predecessor in interest to the Vendor), as landlord, and Health Quality Council of Alberta, as tenant, as amended from time to time, including, pursuant to an amending agreement dated November 7, 2022.
2. Lease dated November 8, 2001, originally between 904990 Alberta Ltd. (a predecessor in interest to the Vendor), as landlord, and 933617 Alberta Ltd. (predecessor in interest to the current tenant, Teakany Enterprises Inc.), as tenant, as amended and assigned from time to time, including pursuant to: (i) an assignment of lease dated May 1, 2018, pursuant to which, 933617 Alberta Ltd. assigned its interest as tenant under the lease to Teakany Enterprises Inc.; and (ii) a lease amending agreement dated August 10, 2023.
3. Lease agreement dated March 21, 2011, originally between Opal Investment Corporation (a predecessor in interest to the Vendor), as landlord, and Her Majesty the Queen in right of Alberta, as represented by the Minister of Infrastructure, as tenant, as amended from time to time, including, pursuant to: (i) a supplementary lease agreement dated January 12, 2016; and (ii) a second supplementary lease agreement dated October 31, 20217; which lease agreement has expired and is continuing on a month-to-month basis.

# APPENDIX “D”

**In the Matter of the Receivership of Starke Capital Corp and 1637102 Alberta Ltd.**  
**Consolidated Statement of Receipts and Disbursements**  
**From the date of the Receivership Order to October 31, 2025**

<b><u>Receipts</u></b>	<b><u>Total</u></b>
Rental income	2,249,869
Funds received from Court re. garnishee summons	152,508
Receiver borrowings	100,000
Cash at receivership	72,138
GST collected	41,850
Interest earned on funds	22,033
Cash funding from receiver to property manager	-
	<u>\$ 2,638,398</u>
<b><u>Disbursements</u></b>	
Repairs and maintenance	615,188
Building operating expenses	534,355
Property taxes	417,933
Utilities	276,915
Property management fees	177,332
Receiver fees	131,874
GST paid	98,542
Insurance	75,493
Legal fees and disbursements	81,131
Operating Costs AIS	48,045
Building G&A	5,758
Miscellaneous costs	804
Outside consulting	650
Bank charges	474
Filing fees	151
	<u>\$ 2,464,645</u>
<b>Cash balance as of October 31, 2025</b>	<b><u><u>\$ 173,754</u></u></b>