

COURT FILE NUMBER 2401-00363

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

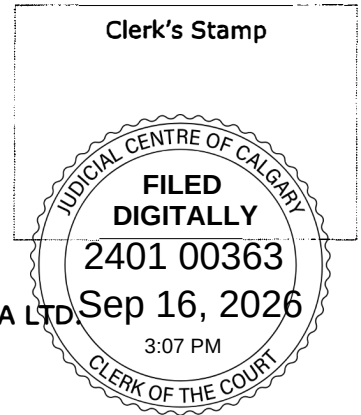
PLAINTIFF ATB FINANCIAL

DEFENDANTS STARKE CAPITAL CORP. and 1637102 ALBERTA LTD.

DOCUMENT **AFFIDAVIT OF GREG BIRRELL**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

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File: 163723



I, Greg Birrell, of the City of Calgary, in the Province of Alberta, SWEAR AND SAY THAT:

1. I am employed by Connelly Management. I am the property manager for Condominium Corporation No. 8111330, hereinafter referred to as "**Plaza 14**" and therefore have personal knowledge of the matters hereinafter deposed to except where stated to be based on information and belief and whereso stated I do verily believe same to be true.
2. Plaza 14 is a mixed residential / commercial condominium development located at 811-14th St. NW, Calgary. It was built in 1980.
3. The commercial component consists of one title representing 46.9% of the overall ownership units within the development (the "**Commercial Unit**"). The Commercial Unit comprises a variety of commercial suites leased to third parties.
4. The remaining 53.1% of the ownership units are owned by 27 residential owners.
5. 1637102 Alberta Ltd. ("**163**") became the registered owner of the Commercial Unit in 2018.

Pursuant to Plaza 14's bylaws, which are attached hereto as **Exhibit "A"**, the Commercial Unit is not required to pay monthly condominium contributions. Instead, the Commercial Unit is required to pay all expenses directly related to the Commercial Unit itself, plus;

- a. its proportional unit factor share of 46.9% of all expenses related to the maintenance of Plaza 14's common property; and
- b. 46.90% of the annual insurance costs incurred by Plaza 14.

(collectively the "**Common Expenses**")

6. The last time 163 carried a \$0.00 balance owing to Plaza 14 for Common Expenses was December 2021.
7. Between December 2021 and November 2023, Plaza 14 invoiced 163 for its share of a variety Common Expenses incurred during that timeframe, including insurance and essential post-tension work completed by contractors. While 163 did make small periodic payments during that timeframe, by November 2023 the balance owing by 163 had climbed to approximately \$165,000.00.
8. To protect its interests, Plaza 14 registered a caveat against title to the Commercial Unit on October 12, 2023. Attached hereto as **Exhibit "B"** is a copy of title to the Commercial Unit evidencing the registration of Plaza 14's caveat.
9. On November 14, 2023, Plaza 14 commenced a foreclosure action against 163 in the Court of King's Bench, Action No. 2301-15033 (the "**Foreclosure Action**"). Attached hereto as **Exhibit "C"** is a copy of the filed Statement of Claim.
10. A courtesy copy of the Statement of Claim was shared with ATB's counsel at the time.
11. On December 1, 2023, Plaza 14's Certificate of Lis Pendens was registered against title to the Commercial Unit. On December 6, 2023, 163 was noted in default in the Foreclosure Action. Attached hereto as **Exhibit "D"** is a copy of the filed Noting in Default.
12. On January 9, 2024, ATB served an application to appoint a Receiver over 163. On January 18, 2024 a Receivership Order was granted which appointed BDO as Receiver of 163 and stayed all other legal actions, including the Foreclosure Action.
13. On February 10, 2026 the Commercial Unit was sold within the receivership to a third party purchaser.
14. According to my calculations, the current amount owing to Plaza 14 is \$239,717.62, calculated as follows:

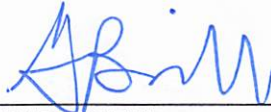
Post tension work and repairs	\$115,861.89
Insurance	\$5,202.60
Interest	<u>\$58,172.86</u>
	\$239,717.62

15. Attached hereto and marked collectively as **Exhibit "E"** are financial records supporting Plaza 14's claim. It is my understanding that the Receiver agrees with the calculations.
16. Plaza 14 claims priority to funds currently held by the Receiver to satisfy Plaza 14's claim.
17. I swear positively to the facts stated herein and I believe that there is no genuine issue to be tried and that the Defendant has no defence to this claim of the Plaintiff, or any part thereof.

SWORN BEFORE ME at the City of Calgary,)
in the Province of Alberta, this 16th day of)
September, 2026.)
)
)
)
)



A Commissioner for Oaths in and for
Alberta



GREG BIRRELL

KARAN FOORD
A Commissioner for Oaths in and for Alberta
My Commission Expires on June 26, 2026

Advisory

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

Notice of Change of By-Laws

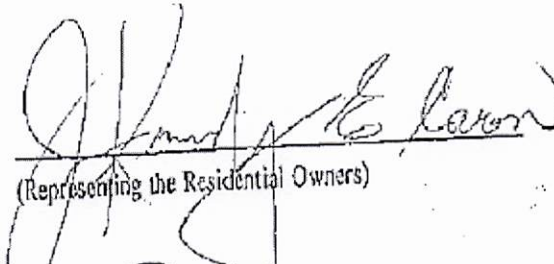
(The Condominium Property Act)

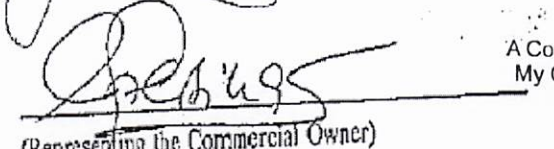
THE OWNERS: CONDOMINIUM PLAN NO. 8111330 hereby certify that a special resolution passed on the 17th day of March 1993 the By-Laws applicable to the building referred to in Condominium Plan No. 8111330 were amended as follows:

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

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

The Owners: Condominium Plan No. 8111330

Per: 
(Representing the Residential Owners)

Per: 
(Representing the Commercial Owner)

This is exhibit "A" referred to
in the Affidavit of

GREG BIRRELL

Sworn before me this 16

Day of SEPT A.D. 20 26

Karan Foord

A Commissioner for Oaths in and for
the Province of Alberta

KARAN FOORD

A Commissioner for Oaths in and for Alberta
My Commission Expires on June 26, 2028

CONDOMINIUM BY-LAWS

TABLE OF CONTENTS

DEFINITIONS AND INTERPRETATION	3
DUTIES OF OWNERS	7
DUTIES OF THE CORPORATION	8
POWERS OF THE CORPORATION	11
THE BOARD AND THE COMMITTEES.....	12
ELIGIBILITY	14
OFFICERS OF THE CORPORATION.....	14
DUTIES OF THE BOARD	14
SIGNING AUTHORITY	16
CORPORATE SEAL	16
EXTRAORDINARY GENERAL MEETING	17
NOTICE OF MEETINGS.....	17
QUORUM REQUIRED	17
ADJOURNMENT FOR LACK OF QUORUM	17
ORDER OF BUSINESS.....	17
SHOW OF HANDS	18
TAKING OF POLL.....	18
EQUALITY OF VOTES	18
NUMBER OF VOTES	18
MANNER OF VOTING	18
APPOINTMENT OF PROXY	18
RESTRICTIONS ON VOTING.....	19
VOTES BY CO-OWNERS	19
VOTE WHEN SUCCESSIVE INTERESTS.....	19
VOTE OF TRUSTEE	19
AMENDMENTS OF BY-LAWS.....	19
VIOLATION OF BY-LAWS AND POWERS TO ENFORCE	19
ASSESSMENTS AND BUDGETS.....	20
SPECIAL ASSESSMENTS	21
DEFAULT IN PAYMENT OF ASSESSMENTS	22
ESTOPPEL CERTIFICATES	23
LEASING OF UNITS.....	23
SEVERABILITY	24
EXCLUSIVE USE AREAS AND PARKING AREAS.....	24
OPERATIONAL RULES AND REGULATIONS	25
COMMERCIAL USE OF COMMERCIAL COMPONENT	27

THE OWNERS: CONDOMINIUM PLAN NO. 8111330

BY-LAWS

DEFINITIONS AND INTERPRETATION

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

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

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

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

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

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

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

DUTIES OF OWNERS

2. An Owner shall:

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

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

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

DUTIES OF THE CORPORATION

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

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

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

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

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

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

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

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

In the event that:

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

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

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

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

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

POWERS OF THE CORPORATION

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

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

THE BOARD AND THE COMMITTEES

5.

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

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

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

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

ELIGIBILITY

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

OFFICERS OF THE CORPORATION

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

DUTIES OF THE BOARD

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

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

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

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

SIGNING AUTHORITY

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

CORPORATE SEAL

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

EXTRAORDINARY GENERAL MEETING

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

NOTICE OF MEETINGS

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

QUORUM REQUIRED

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

ADJOURNMENT FOR LACK OF QUORUM

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

ORDER OF BUSINESS

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

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

SHOW OF HANDS

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

TAKING OF POLL

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

EQUALITY OF VOTES

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

NUMBER OF VOTES

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

MANNER OF VOTING

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

APPOINTMENT OF PROXY

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

RESTRICTIONS ON VOTING

22.

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

VOTES BY CO-OWNERS

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

VOTE WHEN SUCCESSIVE INTERESTS

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

VOTE OF TRUSTEE

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

AMENDMENTS OF BY-LAWS

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

VIOLATION OF BY-LAWS AND POWERS TO ENFORCE

27.

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

ASSESSMENTS AND BUDGETS

28.

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

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

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

SPECIAL ASSESSMENTS

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

DEFAULT IN PAYMENT OF ASSESSMENTS

30.

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

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

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

ESTOPPEL CERTIFICATES

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

LEASING OF UNITS

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

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

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

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

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

SEVERABILITY

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

EXCLUSIVE USE AREAS AND PARKING AREAS

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

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

OPERATIONAL RULES AND REGULATIONS

35. The Residential Owners shall not:

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

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

COMMERCIAL USE OF COMMERCIAL COMPONENT

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



LAND TITLE CERTIFICATE

This is exhibit "B" referred to
in the Affidavit of

GREG BIRRELL

Sworn before me this 16

Day of SEPT A.D. 2026

Karan Foord

A Commissioner for Oaths in and for
the Province of Alberta

TITLE NUMBER

181 094 686

KARAN FOORD

A Commissioner for Oaths in and for Alberta
My Commission Expires on June 26, 2028

S

LINC

SHORT LEGAL

0012 243 986

8111330;28

LEGAL DESCRIPTION

CONDOMINIUM PLAN 8111330

UNIT 28

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

ESTATE: FEE SIMPLE

ATS REFERENCE: 5;1;24;20;SE

MUNICIPALITY: CITY OF CALGARY

REFERENCE NUMBER: 131 006 536

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
181 094 686	09/05/2018	TRANSFER OF LAND	\$14,250,000	\$14,250,000

OWNERS

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

(DATA UPDATED BY: CHANGE OF ADDRESS 181121037)

ENCUMBRANCES, LIENS & INTERESTS

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

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

181 094 686

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

EDMONTON
ALBERTA T6H5V7

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

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

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

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

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

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 3

181 094 686

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

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

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 4

181 094 686

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

ALBERTA T2H2B7
AGENT - HOUMAN AGAHI

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

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

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

TOTAL INSTRUMENTS: 016

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

ORDER NUMBER: 48809084

CUSTOMER FILE NUMBER: 163723

END OF CERTIFICATE



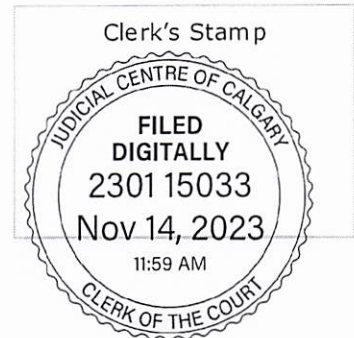
(CONTINUED)

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

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

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

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



This is exhibit "C" referred to
in the Affidavit of

GREG BIRRELL

Sworn before me this 16

Day of SEPT A.D. 2023

KARAN FOORD

A Commissioner for Oaths in and for
the Province of Alberta

KARAN FOORD

A Commissioner for Oaths in and for Alberta
My Commission Expires on June 26, 2028

NOTICE TO DEFENDANT

You are being sued. You are a defendant.

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

STATEMENT OF FACTS RELIED ON:

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

CONDOMINIUM PLAN 8111330

UNIT 28

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

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

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

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

REMEDY SOUGHT:

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

NOTICE TO THE DEFENDANT

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

20 days if you are served in Alberta

1 month if you are served outside Alberta but in Canada

2 months if you are served outside Canada.

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

WARNING

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

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



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

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

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

McLEOD LAW LLP

Per:


Mark Rathwell
Solicitor for the Plaintiff

TO: Clerk of the Court

This is exhibit "D" referred to
in the Affidavit of

GREG BIRRELL

Sworn before me this 16

Day of SEPT A.D. 20 26

Karan Foord

A Commissioner for Oaths in and for
the Province of Alberta

KARAN FOORD

A Commissioner for Oaths in and for Alberta
My Commission Expires on June 26, 2028

Connelly & Company Management Ltd

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

INVOICE #8585986

DATE: JANUARY 23, 2025

PROPERTY OWNER(S):

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

RE: COMMERCIAL UNIT – COMMERCIAL PORTION OF
BUILDING INSURANCE

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

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

Payment Options:

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

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

This is exhibit "E" referred to
in the Affidavit of

GREG BIRRELL

Sworn before me this 16

Day of SEPT A.D. 20 26

KARAN FOORD

A Commissioner for Oaths in and
the Province of Alberta

KARAN FOORD
A Commissioner for Oaths in and for Alberta
My Commission Expires on June 26, 2028



Gallagher

Insurance | Risk Management | Consulting

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

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

MILTR2

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

Greg Birrell

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

Accidental Death & Dismem PolicyNumber: AJG00674-ACC

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

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

Crime (Includes Burglary) PolicyNumber: AJG00674-CRM

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

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

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

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

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

Equipment Breakdown PolicyNumber: AJG00674-EBI

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

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

Legal Expense PolicyNumber: AJG00674-LEG

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

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

Commercial General Liabilit PolicyNumber: AJG00674-LIA

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

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

Commercial Condominium PolicyNumber: AJG00674-PRO

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

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

Total Invoice Balance: \$54,922.00

Balance due upon receipt.



Gallagher

Insurance | Risk Management | Consulting

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

MILTR2

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

HST/GST Registration Number: 812662575RT0001

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

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

Cheque Remittance:

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

Connelly & Company Management Ltd

204 2723 37 Ave N.E.

Calgary AB T1Y 5R8

INVOICE #8585986

PROPERTY OWNER(S):

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

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

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

TOTAL DUE: \$29,142.72
GST #101095701 RT 0001

Payment Options:

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

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



Insurance | Risk Management | Consulting

Invoice Date:
24-Oct-2023

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

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

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

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

Please charge 46.9% to Commercial

\$29,142.72

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

Insured Email:

greg@connellymanagement.com

Insured Phone Number:

Payment Details

Policy Payments ID
8585986

Broker Reference

Total Premium	\$62,138.00
Down Payment	\$5,374.94
Application Fee	\$0.00
Finance Charge	\$2,644.31
Flat Rate*	4.26%
Number of Installments	11
First Payment Due Date	30-Nov-2023
Currency	CAN
Line of Business	Commercial
Payment Method	Pre-authorized debit

Installment Amount

\$5,400.67

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

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

Easy monthly payment plans provided by

FIRST INSURANCE*
— OF CANADA — FUNDING
A WINTRUST COMPANY

Connelly & Company Management Ltd

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

Date: JULY 14, 2025

INVOICE: 480620

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

RE:CB COMMERCIAL UNIT-PT
UPDATE

RJC ENGINEER- INVOICE
480620

TOTAL DUE: \$2,757.72

PAYMENT OPTIONS:

Please make cheque(s) payable to plaza 14 Residential Committee and mail to:

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



Invoice Date: June 30, 2025

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

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

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

Attention: Greg Birrell

Please charge 46.9% to Commercial

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

Reviewed By: Ryan Coles

e. & oe.

Terms: Net 30 Days

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

Remit to: Read Jones Christoffersen Ltd.

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

Please indicate our invoice number on your payment.

Connelly & Company Management Ltd

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

Date: JULY 14, 2025

INVOICE: 480621

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

**RE:CB COMMERCIAL UNIT- GROUND
FLOOR PT MAINTENANCE**

**RJC ENGINEER- INVOICE
480621**

TOTAL DUE: \$3,675.00

PAYMENT OPTIONS:

Please make cheque(s) payable to plaza 14 Residential Committee and mail to:

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

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



Invoice Date: June 30, 2025

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

C/B Commercial 100%

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

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

Attention: Greg Birrell

Greg Birrell

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

Reviewed By: Ryan Coles

e. & oe.

Terms: Net 30 Days

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

Remit to: Read Jones Christoffersen Ltd.

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

Please indicate our invoice number on your payment.

Connelly & Company Management Ltd

204 2723 37 Ave N.E.

DATE: APRIL 3, 2025

Calgary AB T1Y 5R8

INVOICE #25402

PROPERTY OWNER(S):

TO: STARKE PLAZA 14 LTD.

C/O GROUP THREE PROP. MGMT INC

SUITE 300, 10240 – 124 STREET

EDMONTON, AB, T5N 3W6

RE: C/B COMMERCIAL UNIT – SUMP PUMP

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

TOTAL DUE: \$1,405.94

GST #101095701 RT 0001

Payment Options:

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

Connelly & Co Management Ltd.

204, 2723 37 Ave N.E.

Calgary, AB T1Y 5R8

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



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

Bill To

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

Invoice 25402

Mar 21, 2025

Maintenance Number

P6498-1

Payment Terms

Net 10 Days

Total Due

\$2,997.75

Due Date

Mar 31, 2025

CUSTOMER NAME

Plaza 14 Cc#8111330

PROPERTY NAME

Plaza 14 - C0909

PROPERTY ADDRESS

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

AUTHORIZED BY

CUSTOMER WO

NTE

Invoice Summary

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

Item Name	Description	Quantity	Unit Price	Price Subtotal
Project	Invoice	1	\$2,855.00	\$2,855.00
		<u>1</u>		<u>\$2,855.00</u>

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

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

Greg Birrell

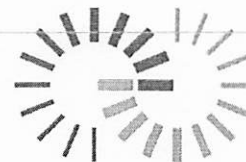
C/B 46.9% to Commercial

Terms of Service

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

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

Could be Charged on all Overdue Accounts



Facility Services

A Trotter & Morton Company

A LINC Service Contractor

Project Proposal

PROPOSAL FOR:
**Greg
Birrell**

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

REGISTERED PROPOSAL NUMBER:

PP60668

SUBMITTED:

2025-02-26

Trotter & Morton Facility Services Inc.

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

www.trotterandmorton.com



Trotter & Morton Facility Services, Inc.

PROJECT AGREEMENT FOR BUILDING ENVIRONMENTAL SYSTEMS

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

BY AND BETWEEN:

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

hereafter CONTRACTOR

AND

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

hereafter CUSTOMER

SERVICES WILL BE PROVIDED AT THE FOLLOWING LOCATION(S):

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

We are pleased to provide you with the following proposal:

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

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

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

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

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

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

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

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

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



Trotter & Morton Facility Services, Inc.

PP60668

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

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

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

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

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

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

CONTRACTOR

Matthew Zucchetto

Signature (Sales Representative)

Matthew Zucchetto

General Manager Signature

General Manager

Title

2025-02-26

Date

CUSTOMER

Greg Birrell

Signature (Authorized Representative)

Greg Birrell

Name (Print/Type)

Authorized Agent

Title

2025-03-07

Date



P6498

Trotter & Morton Facility Services, Inc.

Recommended Solutions Worksheet

(Contractor) will provide for the complete

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

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

Component(s): Sump Pump Replacement

Specifications: As specified in the proposal

Included in this proposal we have provided for the following:

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

We have not included:

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

When completed this program will provide your organization with:

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



96498

Trotter & Morton Facility Services, Inc.

PROJECT PROPOSAL TERMS AND CONDITIONS

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

Connelly & Company Management Ltd

204 2723 37 Ave N.E.

Calgary AB T1Y 5R8

INVOICE #1096

PROPERTY OWNER(S):

TO: STARKE PLAZA 14 LTD.

C/O GROUP THREE PROP. MGMT INC

SUITE 300, 10240 – 124 STREET

EDMONTON, AB, T5N 3W6

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

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

TOTAL DUE: \$30,961.41

GST #101095701 RT 0001

Payment Options:

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

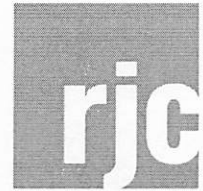
Connelly & Co Management Ltd.

204, 2723 37 Ave N.E.

Calgary, AB T1Y 5R8

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

April 30, 2023



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

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

Greg Birrell

Please charge 46.9% to Commercial

Dear Greg Birrell,

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

RJC No. CAL.028688.0020

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

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

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

Yours truly,

READ JONES CHRISTOFFERSEN LTD.

Reviewed by:

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

Cameron Leitch, BASc, EIT
Engineer-In-Training

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

Ryan Coles, BSc, P.Eng. LCCI
Principal

CDL/

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



Creative Thinking
Practical Results

Certificate for Payment

2

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

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

Day 1 Contracting

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

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

(Sixty Six Thousand Fifteen 81 /100 Dollars)

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

Per:

READ JONES CHRISTOFFERSEN LTD.

Date

April 30, 2023

For the Period

From: April 3, 2023

To: April 28, 2023

Contractor

Day 1 Contracting

PO Box 712, Okotoks, AB T1S
1A8

Owner

Plaza 14 Condominium
Corporation No. 8111330

1505 - 8 Avenue NW, Calgary,
AB

Distribution

CONTRACTOR:

Chris Daley
Dan Daley

OWNER:

Greg Birrell
Michael Ellsworth

CONSULTANT(S) - RJC:

Ryan Coles
Ryan Page

Project Name

Plaza 14 - 2022 Post-
Tensioning System
Maintenance

Project No.

CAL.028688.0020



Day 1 Contracting

PO Box 712

Okotoks AB

T1S 1A8

403-938-5342

Registered GST # 868668476 RT0001

Invoice # 1096

April 27, 2023

BILL TO

Plaza 14 Condominium Corporation No. 8111330

c/o Connelly & Compnay Management Ltd.

204, 2723 - 37th Avenue NE

Calgary, AB T1Y 5R8

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

Quantity	Item description	Unit price	Item total
0.75	1.1 75% of General Requirements	\$ 11,200.00	\$ 8,400.00
3	2.1.1 E/W Through Tendons	\$ 2,600.00	\$ 7,800.00
5	2.1.2 N/S Through Tendons	\$ 3,000.00	\$ 15,000.00
3	2.2.1 E/W Add ons	\$ 2,200.00	\$ 6,600.00
2	2.5.1 E/W Through Tendons	\$ 2,700.00	\$ 5,400.00
6	2.5.2 N/S Through Tendons	\$ 2,800.00	\$ 16,800.00
2	2.8 1'X1' Recesses	\$ 300.00	\$ 600.00
3	2.9 1'X2' Recesses	\$ 450.00	\$ 1,350.00
2	2.10 Repair Sheeting 1'X1' Patch	\$ 150.00	\$ 300.00
3	2.11 Repair Sheeting 1'X2' Patch	\$ 300.00	\$ 900.00
			\$ -
	1.2 Blockages		\$ -
	1A - 78hrs X \$69.00		\$ 5,382.00
6	Bags Planitop X	\$ 40.00	\$ 240.00
	1B - 10hrs X \$69.00/hr		\$ 690.00
2	Bags Planitop X	\$ 40.00	\$ 80.00
	1C - 4hrs X \$69.00/hr		\$ 276.00
1	Bag Planitop X	\$ 40.00	\$ 40.00
			\$ -
			\$ 69,858.00
	<i>Minus 10% Holdback:</i>	\$	6,985.80
	<i>Subtotal:</i>	\$	62,872.20
	<i>5% GST:</i>	\$	3,143.61
	TOTAL:	\$	66,015.81

Connelly & Company Management Ltd

204 2723 37 Ave N.E.

Calgary AB T1Y 5R8

INVOICE #1071

PROPERTY OWNER(S):

TO: STARKE PLAZA 14 LTD.

C/O GROUP THREE PROP. MGMT INC

SUITE 300, 10240 – 124 STREET

EDMONTON, AB, T5N 3W6

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

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

TOTAL DUE: \$20,941.20

GST #101095701 RT 0001

Payment Options:

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

Connelly & Co Management Ltd.

204, 2723 37 Ave N.E.

Calgary, AB T1Y 5R8

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

[illegible]

Connelly & Company Management Ltd

204 2723 37 Ave N.E.

Calgary AB T1Y 5R8

INVOICE #16394

PROPERTY OWNER(S):

TO: STARKE PLAZA 14 LTD.

C/O GROUP THREE PROP. MGMT INC

SUITE 300, 10240 – 124 STREET

EDMONTON, AB, T5N 3W6

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

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

TOTAL DUE: \$443.20

GST #101095701 RT 0001

Payment Options:

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

Connelly & Co Management Ltd.

204, 2723 37 Ave N.E.

Calgary, AB T1Y 5R8

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



FLO PROS DRAIN SERVICES INC
119 Marquis Crescent SE
Calgary AB T3M 1Y1
Tel: 403-294-0422
Fax: 403-457-0421

GST/HST No. 825720667

Invoice

Date	Invoice #
2023-03-28	16394

Invoice To
Plaza 14 C/O Connelly & Company Management Ltd. #204, 2723 37 Ave NE Calgary Alberta T1Y 5R8

service Address
Plaza 14 1505 8 Ave NW

Plaza 14 - 39
D/R - Apr 17, 2023
Code - 4250
Please charge 46.9% to Commercial

P.O. No.	Due Date
	2023-04-28

Description	Qty	Rate	Amount	Tax
Performed flush work on the building sanitary main as part of the quarterly preventative maintenance. GST on sales	1	900.00 5.00%	900.00 45.00	G

As per quote

TERMS: Paymen in full is due Net 30 days from date of invoice. Service charges will apply on overdue invoices and are computed by a periodic rate of 2% per month.

Total	\$945.00
Balance Due	\$945.00

Connelly & Company Management Ltd

204 2723 37 Ave N.E.

Calgary AB T1Y 5R8

INVOICE #6442

PROPERTY OWNER(S):

TO: STARKE PLAZA 14 LTD.

C/O GROUP THREE PROP. MGMT INC

SUITE 300, 10240 – 124 STREET

EDMONTON, AB, T5N 3W6

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

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

TOTAL DUE: \$3,836.16

GST #101095701 RT 0001

Payment Options:

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

Connelly & Co Management Ltd.

204, 2723 37 Ave N.E.

Calgary, AB T1Y 5R8

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



Nationwide RESTORATIONS®

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

Invoice

Invoice # 6442

Date 11/02/2022

Calgary Head Office 587-885-1718

Edmonton Office 780-652-1402

Regina Office 306-988-1855

24 Hr Emergency 1-844-EMG-WIDE

1-844-364-9433

Bill To:

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

Job #	S-22160-R
-------	-----------

P.O. Number:	
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Due Date	Due on receipt
----------	----------------

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

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

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

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

Total \$8,321.38

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

Payment Method:

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

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

Payments/Credits \$0.00

Balance Due \$8,321.38

Connelly & Company Management Ltd

204 2723 37 Ave N.E.

Calgary AB T1Y 5R8

INVOICE #403305

PROPERTY OWNER(S):

TO: STARKE PLAZA 14 LTD.

C/O GROUP THREE PROP. MGMT INC

SUITE 300, 10240 – 124 STREET

EDMONTON, AB, T5N 3W6

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

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

TOTAL DUE: \$562.13

GST #101095701 RT 0001

Payment Options:

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

Connelly & Co Management Ltd.

204, 2723 37 Ave N.E.

Calgary, AB T1Y 5R8

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

Date: March 31, 2023



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

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

Greg Birrell

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

Engineers

Please charge 46.9% to Commercial

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

Reviewed By: Ryan Coles

e. & oe.

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

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

Time Rates Billing Summary

(excludes Disbursements and taxes)

Current billing	1,141.50
Previous billing	5,000.50
Project to date	6,142.00

Read Jones Christoffersen Ltd.
Creative Thinking Practical Results

1816 Crowchild Trail NW, Suite 200
Calgary AB T2M 3Y7

tel 403-283-5073
fax 403-270-8402

email calgary@rjc.ca
web rjc.ca

Connelly & Company Management Ltd

204 2723 37 Ave N.E.

Calgary AB T1Y 5R8

INVOICE #405024

PROPERTY OWNER(S):

TO: STARKE PLAZA 14 LTD.

C/O GROUP THREE PROP. MGMT INC

SUITE 300, 10240 – 124 STREET

EDMONTON, AB, T5N 3W6

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

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

TOTAL DUE: \$3,841.11

GST #101095701 RT 0001

Payment Options:

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

Connelly & Co Management Ltd.

204, 2723 37 Ave N.E.

Calgary, AB T1Y 5R8

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



Invoice Date: April 30, 2023

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

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

Greg Birrell

Please charge 46.9% to Commercial

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

Attention: Greg Birrell

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

Reviewed By: Ryan Coles

e. & oe.

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

Remit to: Read Jones Christoffersen Ltd.

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

Please indicate our invoice number on your payment.

Read Jones Christoffersen Ltd.
Creative Thinking Practical Results

1816 Crowchild Trail NW, Suite 200
Calgary AB T2M 3Y7

tel 403-283-5073
fax 403-270-8402

email calgary@rjc.ca
web rjc.ca

Connelly & Company Management Ltd

204 2723 37 Ave N.E.

Calgary AB T1Y 5R8

INVOICE #395249

PROPERTY OWNER(S):

TO: STARKE PLAZA 14 LTD.

C/O GROUP THREE PROP. MGMT INC

SUITE 300, 10240 – 124 STREET

EDMONTON, AB, T5N 3W6

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

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

TOTAL DUE: \$2,287.18

GST #101095701 RT 0001

Payment Options:

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

Connelly & Co Management Ltd.

204, 2723 37 Ave N.E.

Calgary, AB T1Y 5R8

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

Date: December 30, 2022

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

Greg Birrell



Engineers

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

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

C/B 46.9% to Commercial

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

Reviewed By: Ryan Coles

e. & oe.

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

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

Time Rates Billing Summary

(excludes Disbursements and taxes)

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

Read Jones Christoffersen Ltd.
Creative Thinking Practical Results

1816 Crowchild Trail NW, Suite 200
Calgary AB T2M 3Y7

tel 403-283-5073
fax 403-270-8402

email calgary@rjc.ca
web rjc.ca

Connelly & Company Management Ltd

204 2723 37 Ave N.E.

Calgary AB T1Y 5R8

INVOICE #400321

PROPERTY OWNER(S):

TO: STARKE PLAZA 14 LTD.

C/O GROUP THREE PROP. MGMT INC

SUITE 300, 10240 – 124 STREET

EDMONTON, AB, T5N 3W6

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

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

TOTAL DUE: \$175.31

GST #101095701 RT 0001

Payment Options:

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

Connelly & Co Management Ltd.

204, 2723 37 Ave N.E.

Calgary, AB T1Y 5R8

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

Date: February 28, 2023

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

Greg Birrell



Engineers

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

C/B 46.9% to Commercial

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

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

Reviewed By: Ryan Coles

e. & oe.

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

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

Time Rates Billing Summary

(excludes Disbursements and taxes)

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

Read Jones Christoffersen Ltd.
Creative Thinking Practical Results

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Calgary AB T2M 3Y7

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