

THE QUEEN'S BENCH
Winnipeg Centre

**IN THE MATTER OF: THE APPOINTMENT OF A RECEIVER
PURSUANT TO SECTION 243 OF THE
BANKRUPTCY AND INSOLVENCY
ACT R.S.C. 1985 c. B-3 AS AMENDED**

BETWEEN:

CAMERON STEPHENS FINANCIAL CORPORATION

Applicant

– and –

5448124 MANITOBA LTD

Respondent

AFFIDAVIT OF RUSSELL EDWARD KNIGHT
Sworn the 2nd day of October, 2015

**FILED
QUEEN'S BENCH**

OCT 02 2015

**LAW COURTS
WINNIPEG**

Russell Edward Knight
910-388 Portage Avenue
Winnipeg, Manitoba
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Respondent

AFFIDAVIT OF RUSSELL EDWARD KNIGHT
SWORN THE 2nd DAY OF OCTOBER, 2015

**I, RUSSELL EDWARD KNIGHT, (also known as RUSSELL E.
KNIGHT also known as RUSS KNIGHT) of the City of Winnipeg, in the
Province of Manitoba, make oath and say as follows:**

- 1. I am the secretary and representative of 5448124 Manitoba Ltd. (“the Debtor”), and I am also the manager of the project at 519 Burnell Street, in Winnipeg, (“the Project”) the agent negotiating the sale of the Project and spoke person of Lake St. Martin First Nations to the Government of Canada regarding its purchase of the Project. I have personal full knowledge of all aspects of the operations and the**

matters herein deposed to by me, except where expressed as being based upon information I received or my beliefs.

2. I swear this Affidavit in support of not allowing the appointment of a receiver taking control over the property, assets and undertakings of the Project, including any and all real property and/or personal property of the Debtor pursuant to section 243(1) (or, in this alternative, section 47), of the *Bankruptcy and Insolvency Act* (the "BIA").

I. OVERVIEW & NATURE OF APPLICATION

A. Business Overview

3. I am a shareholder and the controller of 5448124 Manitoba Ltd. ("the Corporation"). The asset the corporation owns is an 88 unit apartment building located at 519 Burnell Street, in Winnipeg, Manitoba, operating as 519 Burnell Extended Stay.
4. I have been a shareholder of this corporation in excess of 5 years and I have managed the process of rehabilitating the project during this time. In the past three years the corporation has spent in excess of \$ 6,000,000.00 improving this site.

5. I have built and nurtured a relationship with Lake St. Martin First Nations ("LSM"), the tenant of the Project, since the loss of their community due to flooding in 2011. LSM has been a tenant of the related corporation that owns a school at 1970 Ness Avenue, in Winnipeg, Manitoba, since September 2012.
6. 5448124 Manitoba Ltd., has developed 519 Burnell Street, as an extended stay apartment complex specifically to meet the needs of the LSM evacuees. All aspects of the development including furniture, cable, laundry and leasehold have been designed specifically to meet the needs of the LSM tenants.
7. Attached as **Exhibit "A"** is all of the initial communications between myself and Emergency Measures Organizations ("EMO") and Chief Adrian Sinclair as to the rental rate and all inclusions under the lease arrangements for 519 Burnell Street.
8. I believe that the highest and best use of 519 Burnell Street is operating as a residential Extended Stay specifically designed to meet the needs of LSM.
9. I believe the \$ 2,000.00 per month rental rate agreed to be paid by LSM is double the amount of what any apartment block would bring in the same area as 519 Burnell Street.

10. LSM places high values in having property like the Project and the school dedicated to the needs of its people and they are always fearful of a description of their use of these facilities. They are very distrustful of most business people and organizations and it is hard to develop a relationship with them.
11. I believe that if this trust relationship between myself and LSM is threatened, due to a receiver taking control of the operations, they will fear that the receiver will eventually drive them out, so the tenant will remove themselves from the premises to find a more secure site wherein devaluing the asset to half its current value.
12. I believe that my relationship with LSM goes further than only a business relationship. The trust I seem to have from them has been earned as I attend their funerals, feed the hungry, clothe the poor and emotionally support the disenfranchised in their community and it has taken a long time and a lot of effort to build that trust, and yet it remains very fragile to third party disturbances.
13. The mortgage payments for the months of June 2015 and July 2015 have been made under the Cameron Stephen Financial Corporation mortgage of approximately \$ 9,400,000.00 and I acknowledge that the August, September and October 2015 mortgage payments have not

been paid due to non-payment of rents by the Government of Canada for a large percent of the LSM tenants residing at 519 Burnell Street.

14. The reason the Government of Canada under Indian and Northern Affairs Canada ("INAC") through EMO, and in turn, through the Red Cross has not paid rent for the evacuees living in 519 Burnell is because those residents are on the government non-qualified evacuee list. The main reason that they are on a non-qualified evacuee list is because at the time of the flood in 2011, their identification was destroyed in the flood. I believe that these homeless evacuees have made every attempt to be re-instated but have not succeeded and have fallen through the cracks in the system.
15. LSM has resolved that the most effective way to address this bureaucratic problem is to purchase the Project, and at the same time purchase the school on Ness and several other properties. LSM passed a Band Counsel Resolution ("BCR"), attached as **Exhibit "B"**, which has the effect of entering into a joint venture agreement with GTAC Investment Corp and the purchaser of 519 Burnell Street along with other properties and the Corporation entered into an agreement with LSM to house these homeless evacuees in anticipation of the purchase by LSM and GTAC Investment Corp. and allow them

to live in 519 Burnell. The permission for LSM people to live in the Project before the anticipated closing date of August 1, 2015, was critical to advancing and preserving the sale of the Project.

16. The sale of 519 Burnell Street is one of four parcels of real estate being purchased by LSM and GTAC as per the BCR resolution. There are also two other businesses LSM, GTAC and FNFA have agreed to purchase at the same time as the four real estate ventures one of which is 519 Burnell Street. The total transaction is approximately \$ 80,000,000.00, attached as **Exhibit "C"**.
17. The first purchase is the school property located at 1970 Ness Avenue, in Winnipeg, Manitoba, which closing date is October 2, 2015 and that the other three real estate closings will happen in succession where 519 Burnell Street is the next purchase to close on or about October 30, 2015, attached as **Exhibit "D"**.
18. The closing sale of 519 Burnell Street was originally to be on August 1, 2015 and did believe this to be true as the purchaser presented a financing commitment from Toronto Capital Corporation mid-July, 2015. Prior to closing Toronto Capital Corporation imposed a final condition that they required a 20 year lease from LSM on 1970 Ness Avenue. LSM signed a 20 year lease but Toronto Capital Corporation

reneged on their commitment. I further state that I was told by Jeff Seddon and do verily believe it to be true that Toronto Capital Corporation became uncomfortable with the fact that the tenant was First Nations.

19. The purchasers immediately entered into an application with First Nations Financial Authority ("FNFA") from Vancouver, British Columbia to finance the purchase of these assets with include 519 Burnell Street, in Winnipeg. Within 2 weeks of submitting the application, FNFA provided a term sheet to the purchasers. FNFA is also a partner in the business joint ventures which involve those mentioned assets and the Project. FNFA has issued a Letter of Commitment and I am informed directly by FNFA that all conditions set out in the Letter of Commitment have been satisfied regarding this financing commitment from FNFA.
20. Jeff Seddon, the president of GTAC Investment Corp. has informed me and I verily believe it to be true that he has spoken to a representative of Cameron Stephens Financial Corporation ("CSFC") several times in the month of September, 2015 and has offered to pay to them as a deposit to 5448124 Manitoba Ltd., which would be unconditional under his Offer to Purchase, in an amount equal to the

interest arrears under the mortgage. I further verily believe that he further advised CSFC that GTAC could pay out the entire mortgage balance by the end of October, 2015. Jeff Seddon informed me and I verily believe it to be true that CSFC refused his offer.

21. Currently the rental income from the Project totals \$ 35,000.00 per month and that the current expenses are approximately \$ 35,000.00 per month and that all rental income received is being used to pay the monthly expenses a list of which are set out in **Exhibit "E"** hereto. I have offered to provide accounting details to CSFC regarding the income and expenses and any other information they may wish, as shown in **Exhibit "F"** to this my affidavit, but they have refused my offer.
22. Upon possession of 519 Burnell Street by the purchaser, the rental income will return to \$ 2,000.00 per month for all 88 units as per the BCR, as there are other funds available to LSM under its \$ 300,000,000.00 dollar settlement with Canada and the Province of Manitoba arising from the flood damage to their community, that can be accessed to pay the rent for the 300 homeless LSM evacuees, including those that are residing at 519 Burnell Street.

23. I will cooperate with CSFC in sharing all information regarding the Project and as to all aspects of the current and ongoing affairs of 5448124 Manitoba Ltd., during the closing of the sale. It is my belief that if a receiver is put in place then the sale of 519 Burnell Street, will be in jeopardy and could result in a loss in value. Furthermore, there are no monies being siphoned from the Project and the documents I have offered to share with CSFC would demonstrate that.
24. I state that it is 100% in my best interest to continue to run this project in the most careful of manners as my own equity and benefits from the sale are innate and dependent on the successful conclusion of this sale. I fear that the appointment of a receiver may cause irreparable harm to 5448124 Manitoba Ltd and to CSFC, as the value of the property, with all necessary repairs would, if the sale is aborted, would be substantial.
25. I make this Affidavit *bona fide*.

SWORN before me at the City of
Winnipeg, in the Province of
Manitoba, this 2nd day of
October, 2015.

Charlene Cross

A Commissioner for Oaths in and
For the Province of Manitoba.

My Commission expires:

April 17, 2016

)
)
)
)
) 
) **RUSSELL EDWARD KNIGHT**
)

This is exhibit "A" referred to in
The Affidavit of Russell Edward Knight

Sworn
Affirmed before me this 2nd day
of October A.D. 2015

Charlene Enns

A Commissioner of Oaths for Manitoba
My Commission Expires April 17, 2016

December 9, 2013

Attention: Shane McKenzie
Emergency Measures Organizations

Dear Mr. McKenzie:

Please find attached our proposal as follows:

PROPOSAL: TO MOVE EVACUEES FROM HOTELS AND FROM SOME PRIVATE ACCOMODATIONS INTO 519 BURNELL EXTENDED STAY HOTEL.

The purpose of this proposal is to show the viability of such a plan from a practical, emotional and financial point of view.

Firstly, the reason why there exists a proper perspective is because of our relationship with Lake St. Martin and the evacuees. My business partner, Ken Carroll (lawyer, owner of Carroll law firm) and myself are the owners of the school at 1970 Ness Ave. Our school is the facility that Lake St. Martin leases from us to educate their children. We have been working with them closely for the past two years on a number of fronts. The planning of 519 Burnell Extended stay has been in the works for the past two years with the specific intent of developing a temporary community for Lake St. Martin until such time that they can return to their community. We have spent in excess of six million dollars of new construction developing and structuring an environment that we believe will suit all of the needs of the Lake St. Martin people.

Part of the reason why Lake St. Martin occupies our school building is to hold their community together and keep in tact their own identity as a community. 519 Burnell serves that same purpose.

Three of the main problems we are trying to solve relating to their education in general is answered by us also providing part of their housing needs at 519 Burnell extended stay.

1. The school buses currently drive to all four corners of the city picking up children. Some children are picked up two hours before school starts in order to make it on time. Burnell is less than a ten minute bus ride to 1970 Ness Ave.
2. Approximately 30 children who should be attending school do not. If they are living at Burnell then we believe they will get on the buss at 8:45 am with all their other friends and begin to attend again.

3. We have a proposal going into INAC right now to lease out the balance of 1970 Ness Ave. for adult education, literacy course, continuing education and trade school. We have spoken to at least 2 dozen adults who desire to move into Burnell who would be interested in enrolling into these courses. They can ride the bus along with their children every morning right from 519 Burnell.

Our goal is to assist Lake St. Martin in their education and their housing because we jointly believe that it is extremely important to hold their community together and these are some practical ways to achieve this goal.

Practical and emotional reasons why this proposal makes sense.

1. Living in a one room Hotel suite is too small and claustrophobic. (Burnell extended stay units are between 600-800 square feet)
2. The Hotels don't have kitchens. These people are wanting to cook for themselves. 519 Burnell extended stay will be providing a \$300 Safeway grocery voucher on the 1st of each month. We are promoting healthy home cooked meals. We provide a shuttle service to the grocery store.
3. 519 Burnell Extended Stay is fully furnished with all amenities, linens, cookware, utensils, and television etc. These homes are conducive to having company over. We promote a healthy normal environment so parents, children and friends can come and experience community together.
4. The staffing at 519 Burnell Extended Stay are chosen based on the needs we know Lake St. Martin has (support, office, security, shuttle, maintenance, caretaker, cleanliness, laundry assistance, etc.) We have a full time employee who will be living in the building who has a degree in Theology and counseling who will be available to those with such needs.
5. Many of the evacuees we have met with who desire to move into 519 Burnell Extended Stay wish to do so for all of the reasons mentioned but most important, to some of them is they have an opportunity to be close or next door to their mothers, fathers, grandmothers, child or friend. Every single evacuee we have shown Burnell to wishes to move in there and are pleading with us to please make this happen.
6. Safety: Burnell has two security points that must be passed through prior to entering into their own unit. All units come with their own phone entry system to let in guests. The rules and regulations for all occupants are strict and will be enforced.
7. Some private accommodations:

The cost savings in moving evacuees from hotels into Burnell are large and even though moving some of the evacuees from private accommodations in 519 Burnell Extended Stay will cost slightly more the practical and emotional benefits far outweigh those small differences. Some of the challenges in general that some of the private accommodations evacuees experience are

poor conditions, lack of furnishings, transportation, support system, food allowance, high utility bills, separation from family and friends. I will touch more on some specifics to follow. We are asking EMO to consider the entire needs of the community and not just those in hotels. I think that we can prove out an entire benefit for the entire community including the overall financial benefit through this proposal.

Financial reasons why this proposal makes sense

Although I do not have full access to all of the expenses involved in housing evacuees in the Hotels and private accommodations I have been given a cursory view of things. The following math is my understanding in general as to how these costs are extrapolated.

Daily view of hotel

1.	Hotels	\$90.00 average
2.	Snacks and Meals	\$40.00 average
3.	Security	\$25.00 average
4.	Recreation	\$20.00 estimate
5.	Transportation	\$10.00 estimate
6.	miscellaneous	<u>\$15.00 estimate</u>
		\$190.00 total

*This amount equals between \$5,000.00 and \$6,000.00 per month

Daily view of private

1.	base rent (\$1,000.00 / 30)	\$33.00
2.	utilities (\$200.00 / 30)	\$6.66
3.	phone, cable, internet (\$150.00 / 30)	\$5.00
4.	furniture	\$5.00
5.	recreation	\$20.00
6.	transportation	\$10.00
7.	food	\$25.00
6.	miscellaneous	<u>\$15.00</u>
		\$109.33 total

*This amount equals approximately \$3,279.00 per month.

I have no way of substantiating these numbers as I don't have access to those exact expenses. These numbers are based on my conversations I have had with private Evacuees and Maniff.

Monthly View of 519 Burnell Extended

*\$2,500.00/month

There are no additional fees or charges. All of the inclusions are as follows:

1. full suites ranging from \$600.00-\$800.00 square feet
2. fully furnished (three pages of inclusions attached to occupancy agreement)

3. \$300.00 Safeway grocery voucher on the 1st of each month.
4. phone service
5. internet service
6. cable t.v.
7. laundry service
8. cleaning service
9. Shuttle service
10. support staff
11. security staff (24 hours/day)
12. all utilities (each unit has its own hot water tank and each room has its own climate control)
13. parking
14. maintenance personal

Our costs to operate 519 Burnell

1.	Utilities	\$160.00
2.	Laundry	\$100.00
3.	Groceries	\$300.00
4.	Staffing (7 Staff)	\$200.00
5.	Furniture	\$200.00
6.	Shuttle	\$100.00
7.	Maintenance	\$100.00
8.	Phone	\$40.00
9.	internet	\$40.00
10.	cable	\$110.00
11.	parking (average)	\$50.00
12.	Cleaning	<u>\$100.00</u>
		\$1,500.00

Conclusion \$2,500.00 Rent
 \$1,500.00 Expenses
 \$1,000.00 left for actual rent
 \$2,500.00

Conclusion:

It appears that the cost to the province to house and provide for the evacuees in Hotels runs between \$5,000 - \$6,000/month.

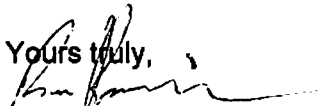
It appears that the approximate monthly cost to house and provide for the evacuees in private homes is about \$3,200/month.

At 519 Burnell Extended Stay we can accomplish a superior product, service and life style well below 50% of there current hotel costs and we can provide costs at approximately 25% less than private homes.

We currently have over 50 evacuees who have expressed their desire to move into 519 Burnell Extended Stay. We have filled out only 19 occupancy agreements to date where our first group of 12 desire to move into Burnell on December 15th. The balance want to move in January 1st and January 15th. We have approximately 30 other evacuees waiting to fill out paperwork with us.

We apologize for having brought this proposed in at such a late date. We had given this information to Maniff however it failed to reach your desk.

It is our goal and our intention to improve the living condition for there evacuees and at the sometime do so in the most effective way.

Yours truly,

RUSS KNIGHT
HUDSON BAY TRADERS

P.S. Please find attached a copy of a our current rent roll assuming that your department approves this proposal. The names with check marks beside them are currently in Hotels. The other names are people seeking to move into Hotels whom have been referred to me by Maniff to promote 519 Burnell Extended Stay. If you require for me to provide you with more details of each of these evacuees I would be happy to do so.

December 17, 2013

Attention: Shane McKenzie
Emergency Measures Organizations

Dear Mr. McKenzie:

The purpose of this letter is for myself (The Chief of Lake St. Martin) and my counsel to confirm our support of our evacuees moving into 519 Burnell Extended Stay Hotel as a temporary solution to their housing needs until such time that our community has been restored.

We have inspected the subject location and we have concluded that it is more conducive to the safety and needs of our community as opposed to continuing their housing in the hotels and some of the undesirable private locations. We are looking at our community as a whole and have considered all of the pertinent points as to why we support 519 Burnell Extended Stay Hotel. It offers more unique characteristics than a typical hotel. The following are the reasons why we support this option.

1. We want our community to be held together so we can keep intact our identity.
2. 519 Burnell has 88 units that are very spacious.
3. Each unit comes fully furnished including all cookware, hardware and houseware items. All our people need is their clothing. When we lost our community our clothing is all that alot of us ended up with. Our people feel at home in 519 Burnell Extended Stay Hotel.
4. Each unit has a T.V with cable, internet and phone service.
5. All utilities are included in the rent. Lights, heat and water.
6. Laundry is included in the rent.
7. There is parking available for those who have cars and a shuttle service is available as well.
8. Security and staffing is on site. Mr. Knight has offered to allow us to continue with providing our own staffing that MANFF currently provides.
9. Maintenance staff is on site 24 hours a day.
10. We also support this location of 519 Burnell Extended Stay because it is close to the band office, 1970 Ness Avenue (our school) and all main bus routes.

Although Mr. Knight has offered to assist our community from a humanitarian perspective our assessment of the value of being provided at this facility, even ignoring any contributions that the operator may offer toward groceries for the residents, is that the proposed rates represent the best value compared to the alternatives.

One third of the 88 units available to Lake St. Martin are large 2 bedrooms (800 sq. ft.). Some of them lend themselves to be used as 3 bedrooms. We have families of four and five people reserved for these units. This cost normally to house these families in hotels and private accommodations range from \$ 2,000 to \$ 6,000 per month. We feel very comfortable paying \$ 2,500 per month per unit for these units (no extra costs).

We have asked Mr. Knight to drop the one bedroom units to \$ 2,000 per month, all inclusive. We are very comfortable with this arrangement especially for our seniors, elders and hotel evacuees. Many of these units will have double occupancies as well due to the largeness of these units.

We support and recommend this project for our community and ask for your support.

Yours truly,

Chief Adrian Sinclair
cc: INAC

Council:

***** -Comm. Journal- ***** Date DEC-17-2013 ***** Time 15:50 *****

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-HUDSON BAY TRADERS LTD. -

***** DP-C262 ***** -HudsonBayTraders- ***** 204 943 9975- *****

Real Estate Developers
HUDSON BAY
TRADERS LTD.

CONFIDENTIAL
FACSIMILE TRANSMISSION SHEET

THIS FACSIMILE COVER LETTER AND ANY ATTACHMENTS ARE SOLICITOR/CLIENT PRIVILEGED AND CONTAIN CONFIDENTIAL INFORMATION INTENDED ONLY FOR THE PERSON(S) NAMED BELOW. ANY OTHER DISTRIBUTION, COPYING OR DISCLOSURE IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS FACSIMILE IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE AND RETURN THE ORIGINAL TRANSMISSION TO US BY MAIL WITHOUT MAKING A COPY. THANK YOU.

Date: <i>Dec. 17/13</i>	Number of Pages: <i>3</i>
From: <i>Russ Knight</i>	Company: Hudson Bay Traders Ltd.
To: <i>L.S.M.</i>	Attention: <i>Emily</i>
Fax: <i>204-948-1142</i>	Re:

MESSAGE:

Real Estate Developers
HUDSON BAY
TRADERS LTD.

CONFIDENTIAL
FACSIMILE TRANSMISSION SHEET

THIS FACSIMILE COVER LETTER AND ANY ATTACHMENTS ARE SOLICITOR/CLIENT PRIVILEGED AND CONTAIN CONFIDENTIAL INFORMATION INTENDED ONLY FOR THE PERSON(S) NAMED BELOW. ANY OTHER DISTRIBUTION, COPYING OR DISCLOSURE IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS FACSIMILE IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE AND RETURN THE ORIGINAL TRANSMISSION TO US BY MAIL WITHOUT MAKING A COPY. THANK YOU.

Date: <i>Dec 17/13</i>	Number of Pages: <i>3</i>
From: <i>Russ Knight</i>	Company: Hudson Bay Traders Ltd.
To: <i>L.S.M.</i>	Attention: <i>Emily</i>
Fax: <i>204-948-1142</i>	Re:

MESSAGE:

Manitoba



Infrastructure and Transportation
Emergency Measures Organization
Disaster Financial Assistance Program

800-259 Portage Ave
Winnipeg MB R3B 2A9
Phone: 204-945-3050
Toll free: 1-888-267-8298
Fax: 204-948-2278

January 15, 2014

Russell Knight
Hudson Bay Traders Ltd.
906-388 Portage Avenue
Winnipeg, MB R3C 0C8

Dear Mr. Knight,

This letter is being written in response to the proposal you delivered to the Manitoba Emergency Measures Organization (EMO) on January 9, 2014. In this proposal, sent to the Manager of the Disaster Financial Assistance (DFA) program, several representatives of the Department of Aboriginal Affairs and Northern Development Canada (AANDC), and the Chief of the Lake St. Martin First Nation (LSM), you provided further details of a proposal regarding the housing of evacuees from LSM in a building owned by Hudson Bay Traders Ltd., located at 519 Burnell Street in Winnipeg.

The proposal you provided has been reviewed and discussed among the province and other stakeholders including the Department of Aboriginal Affairs and Northern Development Canada (AANDC), The Department of Aboriginal and Northern Affairs (ANA) and the Canadian Red Cross (CRC).

As background information at this time, the latest situation report issued by the Manitoba Association of Native Firefighters (MANFF) indicates that of the remaining 1,889 evacuees, a total of 31 reside in extended stay hotels (25 of these evacuees are from LSM), and 31 evacuees reside in conventional hotels (17 of these evacuees are from LSM). These 62 evacuees represent approximately 3% of the total number of evacuees. The majority of evacuees, approximately 97%, reside in private accommodations such as apartments, rented houses, or with family or friends.

Your proposal indicates that your intention is to rent the units at 519 Burnell Street to evacuees from LSM at a rate of \$2,500.00 per month for a one or two-bedroom suite. Manitoba EMO has undertaken some analysis of your proposal and has arrived at the following conclusions.

Under the Disaster Financial Assistance program (DFA), the eligible costs associated with the units at 519 Burnell Street total \$2,000.00 per unit per month. This figure represents the maximum amount that the DFA program can provide as assistance.

Manitoba EMO's analysis also indicates that moving evacuees to the 519 Burnell Street is a feasible solution for some evacuees.

Manitoba
spirited energy

For the 31 evacuees currently residing in conventional hotels, moving to the Burnell Street extended stay hotel is feasible. These moves would be completely voluntary and at the discretion of the evacuee. Evacuees in this scenario must be made aware that moving from a conventional hotel to an extended stay hotel or private accommodations will result in the elimination of the evacuee's meal assistance, since the 519 Burnell Street extended stay location comes with kitchen facilities available in each unit. In this scenario, \$2,000.00 per unit per month is the maximum DFA eligible amount.

For the 31 evacuees currently residing in extended stay hotels, moving to the Burnell Street extended stay hotel is feasible. These moves would be completely voluntary and at the discretion of the evacuee. In this scenario, \$2,000.00 per unit per month is the maximum DFA eligible amount.

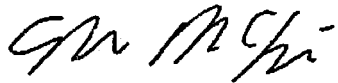
In both of the above scenarios, evacuees would continue to receive \$4.00 per adult and \$3.20 per child daily for incidental expenses.

For the 1,827 evacuees currently residing in private accommodations such as apartments, rented houses or with family or friends, moving to the Burnell Street extended stay hotel is not a feasible option. The policy of both MANFF and Manitoba EMO is that moves from private accommodations to hotels (or hotel-like arrangements) are not supported.

Additionally, in order to proceed with the relocation of evacuees into the 519 Burnell Street location, we would request that evidence be provided that the building at 519 Burnell Street has met any and all applicable regulatory, code or legal requirements regarding its designation as an extended stay hotel.

If you have any questions or comments regarding this letter, I can be reached at (204) 945-3050 or toll-free at 1-888-267-8298 between 8:30 a.m. and 4:30 p.m., Monday to Friday.

Sincerely yours,



Shane McKenzie
Manager, DFA Program

- c. Nancy Kearnan, AANDC
Murray Wagner, AANDC
Harvey Bostrom, ANA
Joy Cramer, HCD
Doug McNeil, MIT
Paul Doolan, ANA
Lee Spencer, EMO
Daren Mini, MANFF
Shawn Feely, CRC

Charlene Enns

From: Russ Knight [russknight51@gmail.com]
Sent: July-20-14 10:28 PM
To: Enns Charlene
Subject: Fwd: Burnall

Hi , could you please print off Shane's final response for me on this email . Thanks .

Begin forwarded message:

From: "McKenzie, Shane (EMO)" <Shane.McKenzie@gov.mb.ca>
Date: January 28, 2014 at 9:15:18 AM CST
To: Russ Knight <russknight51@gmail.com>
Subject: RE: Burnall

Mr. Knight,

I just wanted to clarify as well. My last email is not a blanket approval to begin moves. The documentation identified will still need to be received and approved asap. In addition, to be perfectly clear, the ONLY people eligible for DFA support with regards to potential moves into 519 Burnell are:

- 1) evacuees from the 2011 spring flood that CURRENTLY reside in conventional hotels and,
- 2) evacuees from the 2011 spring flood that CURRENTLY reside in extended stay hotels.

Evacuees CURRENTLY in private accommodations of whatever form will need approval on a CASE BY CASE basis. I strongly recommend that you become fully familiar with what is required PRIOR to moving evacuees into 519 Burnell Street, and make that information available in writing.

Thanks,

Shane McKenzie
Manager, DFA Program
Emergency Measures Organization
800-259 Portage Avenue
Winnipeg MB R3B 2A9
P: 204-945-3050

-----Original Message-----

From: Russ Knight [<mailto:russknight51@gmail.com>]
Sent: January-27-14 4:45 PM
To: McKenzie, Shane (EMO)
Subject: Re: Burnall

Thank you . Sounds great . Can I meet you briefly at 10 am tomorrow in person to iron out the details ?

Sent from my iPhone

On 2014-01-27, at 3:56 PM, "McKenzie, Shane (EMO)" <Shane.McKenzie@gov.mb.ca> wrote:

Mr. Knight,

If you recall, I indicated on Friday that I was awaiting comment from a stakeholder regarding an email summary I had provided which detailed the meeting you and I had on January 21, 2014. I have since received that comment and am prepared to provide you with the following information.

1) The mockup lease you provided to me via email has some deficiencies related top our discussion of last Tuesday. For example, the number of evacuees being proposed for the lease and the First nation from which they hail are missing from the lease sample.

2) Section 5, line b describes what services HBT is providing. In your original proposal of December 9, 2013 you make reference to security and other services. Has the menu of services you are planning to provide at 519 Burnell Street been adjusted since that first proposal, beyond the items I indicated would not be considered eligible under the DFA program?

3) The declaration on the back page should more clearly state that once an evacuee chooses to move from their current conventional hotel, that the provision of financial assistance for meals will no longer be provided, since the units at 519 Burnell Street come equipped with kitchens.

4) You had requested that moves from private accommodations to 519 Burnell Street be considered. These cases can be considered on a strictly case by case basis, provided that clear and full information is provided regarding the reasons for the move as well as the demonstrated financial impact. This does not in any way represent a guarantee that any evacuee currently residing in private accommodations will be approved for moving into 519 Burnell Street.

5) In terms of other information requested by stakeholders, how do you intend to deal with evacuees who are evicted for whatever reason, and how will complaints be handled from evacuees regarding the building, other evacuees or services offered? Additionally, why do you propose to house only 2011 flood evacuees when the number of eligible evacuees (those living in conventional or extended stay hotels currently) is too low to fill your building? Finally, we would require to review the letter or documentation you are providing evacuees as you inquire as to each evacuee's interest in moving to 519 Burnell Street.

Thanks,

Shane McKenzie
Manager, DFA Program

Emergency Measures Organization
800-259 Portage Avenue
Winnipeg MB R3B 2A9
P: 204-945-3050

-----Original Message-----

From: Russ Knight [<mailto:russknight51@gmail.com>]

Sent: January-27-14 11:03 AM

To: McKenzie, Shane (EMO)

Subject: Burnall

We are basically out of time . We really need to hear from you ASAP or we will be forced to go in a different direction .

Sent from my iPhone

This is exhibit "B" referred to in
The Affidavit of Russell Edward Knight

Sworn
Affirmed before me this 2nd day
of October A.D. 2015

Charlene Enns

A Commissioner of Oaths for Manitoba
My Commission Expires April 17, 2016



Lake St. Martin First Nation

Box 69 Gypsumville, MB R0C 1J0
Telephone (204) 659-4539 Fax: (204) 659-2034

550 Berry St. Winnipeg, MB R2H 0R9
Telephone (204) 948-1119 Fax: (204) 948-1142

	Chief Adrian Sinclair	
Councilor Greg Traverse	Councilor Chris Traverse	Councilor John Ross
Councilor Kevin Traverse	Councilor Emery Stagg	Councilor Robert Ross

BAND COUNCIL RESOLUTION

WHEREAS: The Lake St Martin First Nation, herein after called the "First Nation", intends to enter into a Joint Venture agreement with 5750351 MANITOBA LTD., herein after called the "Company".

WHEREAS: The Company intends to retrofit the building at 1970 Ness Avenue, herein after referred to as the "School", with a new geothermal-based heating and cooling system, appropriate ventilation systems, as well as new interior aesthetic improvements.

WHEREAS: The Company will construct additional spaces at the School property as mutually agreed with the First Nation, to accommodate the above noted uses.

WHEREAS: The First Nation intends to commit to lease the School in its entirety as an education facility with potential usage for grades K-9, Adult Education and vocational training.

WHEREAS: The Company intends to retrofit the extended stay property at 519 Burnell Street, herein after referred to as the "Apartment", with a new geothermal-based heating and cooling system, and appropriate ventilation systems.

WHEREAS: The First Nation intends to have its members occupy all available residential units (88 suites) at the Apartment, while maintaining the allotted housing allowance available from each level of government.

WHEREAS: The Company intends to construct a new residential housing development in the vacant land at 301 Burnell Street, herein after referred to as the "Development", with various sized apartment/townhouse style suites, as a community oriented space, including geothermal-based heating and cooling.

WHEREAS: The First Nation intends to have its members occupy all available residential units (estimated 100 to 130 suites) at the Development, while maintaining the allotted housing allowance available from each level of government.

WHEREAS: The Company intends to renovate the existing buildings at 258 Burnell Street, herein after referred to as the "Warehouse", to create various residential, commercial, and mixed-use spaces, including geothermal-based heating and cooling.

WHEREAS: The First Nation intends to have its members occupy all available residential units (estimated 100 to 130 suites) at the Warehouse, while maintaining the allotted housing allowance available from each level of government.

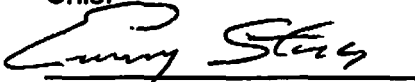
WHEREAS: The First Nation intends to occupy and manage all available commercial and mixed-use units at the Warehouse.

THEREFORE BE IT RESOLVED: The First Nation, Chief and Council, supports the Company in the development of the above projects and commits fully to negotiations with the Company and all levels of government in order to achieve a joint venture agreement.

Quorum 4

SIGNED APRIL 8/15


Chief


Council


Council


Council

Council

Council


Council

This is exhibit "C" referred to in
The Affidavit of Russell Edward Knight
Sworn
Affirmed before me this 2nd day
of October A.D. 2015
Charlene Enns
A Commissioner of Oaths for Manitoba
My Commission Expires April 17, 2016



Burnell Street 102 Unit Housing Development

Winnipeg Manitoba

Multi-Family Residential Development Concept

Based on City of Winnipeg Zoning Bylaws, this property is shown to host 102 units.

City guidelines permit the potential development of up to 130 units at this location.

The planning of the units incorporates Manitoba Housing's modesty guidelines, in order to provide economy without sacrifice to functionality of design.

Capital cost economies are achieved by incorporating repetition into the design & planning: materials, details and building assemblies.

Design variety is achieved by the inventive application of these systems.

Units proposed may range in size from 700 through 1000 square feet in area.

Legend

		Units	Qty	Total
A	4 Storey Walk-Up Apartment Block	16	2	32
B	4 Storey Terraced Walk-Up	14	1	14
C	4 Storey Terraced Walk-Up	11	1	11
D	4 Storey Terraced Walk-Up	12	1	12
E	3 Storey Terraced Walk-up	4	1	4
F	3 Storey Terraced Walk-up	5	3	15
G	3 Storey Terraced Walk-up	7	2	14
	TOTAL			102
H	Community Park Space			
I	Basketball Court			
J	Bus Stop			
K	Parking			

BOUWEN
ARCHITECTURE | ENGINEERING LTD.



Burnell Street 102 Unit Housing Development
Winnipeg Manitoba

BOUWEN
ARCHITECTURE | ENGINEERING LTD.



Burnell Street 102 Unit Housing Development
Winnipeg Manitoba

BOWEN
ARCHITECTURE | ENGINEERING LTD.



Burnell Street 102 Unit Housing Development
Winnipeg Manitoba

BOUWEN
ARCHITECTURE | ENGINEERING LTD.



Burnell Street 102 Unit Housing Development
Winnipeg Manitoba

BOLWEN
ARCHITECTURE | ENGINEERING LTD.

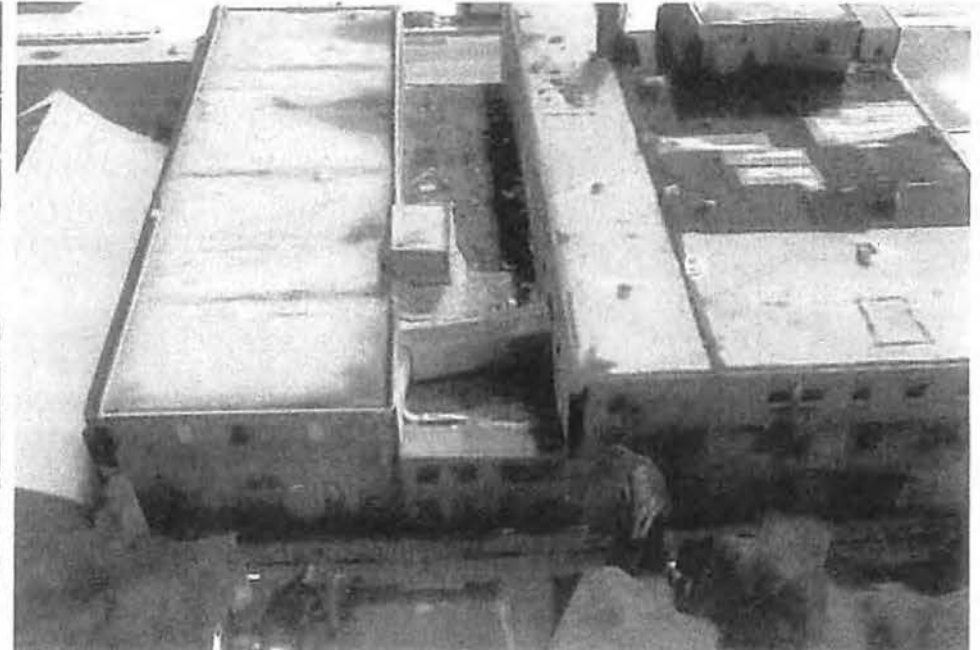


Burnell Street 102 Unit Housing Development
Winnipeg Manitoba

BOUWEN
ARCHITECTURE | ENGINEERING LTD.



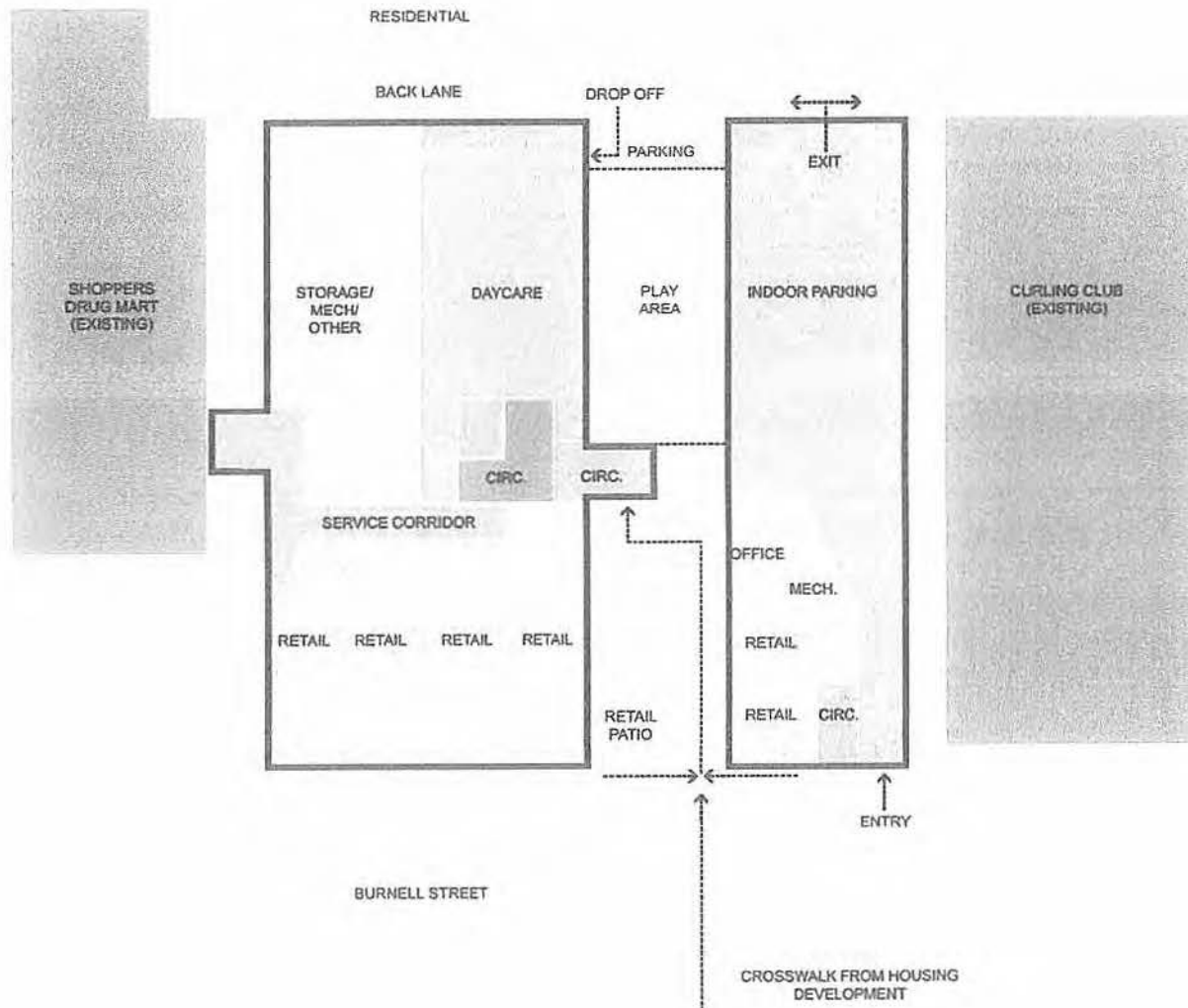
EAST ELEVATION



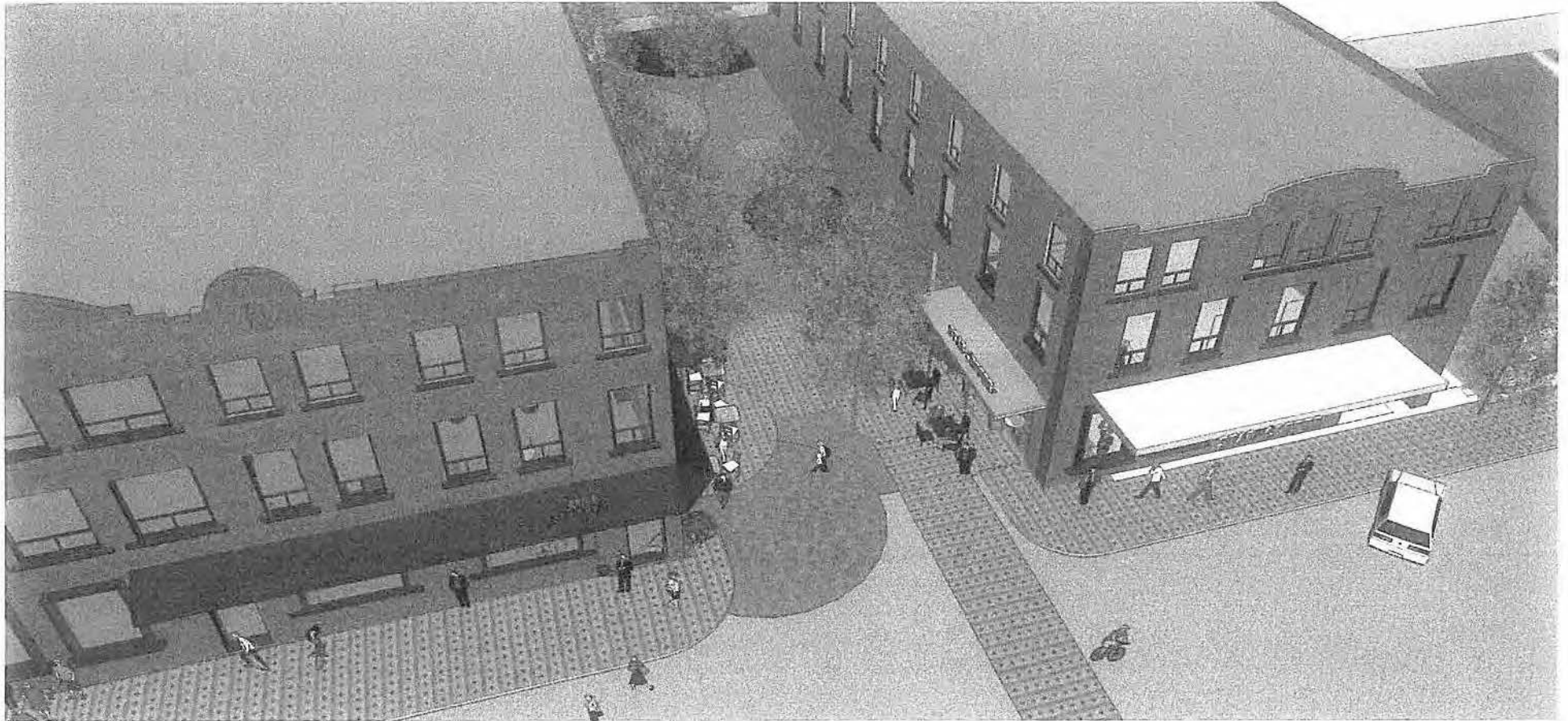
WEST ELEVATION

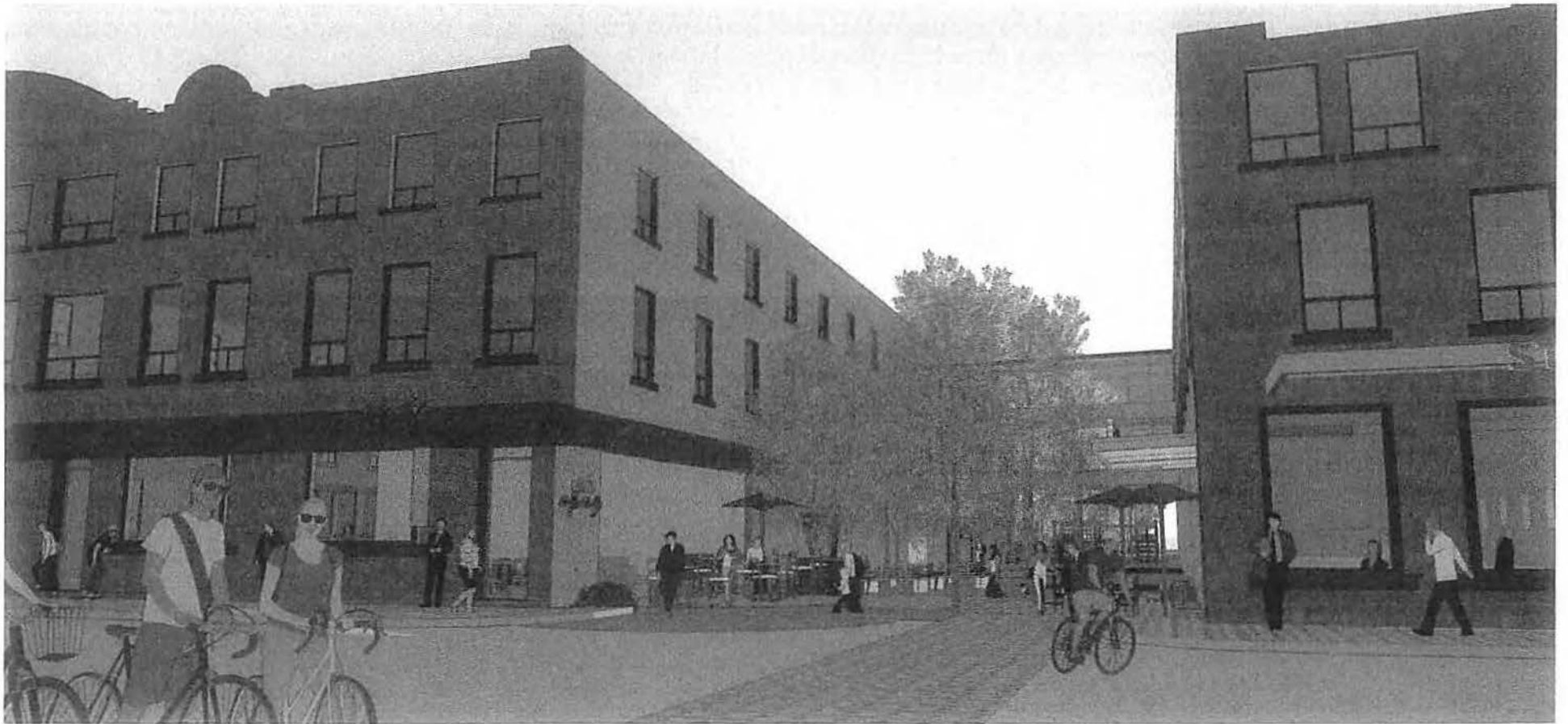


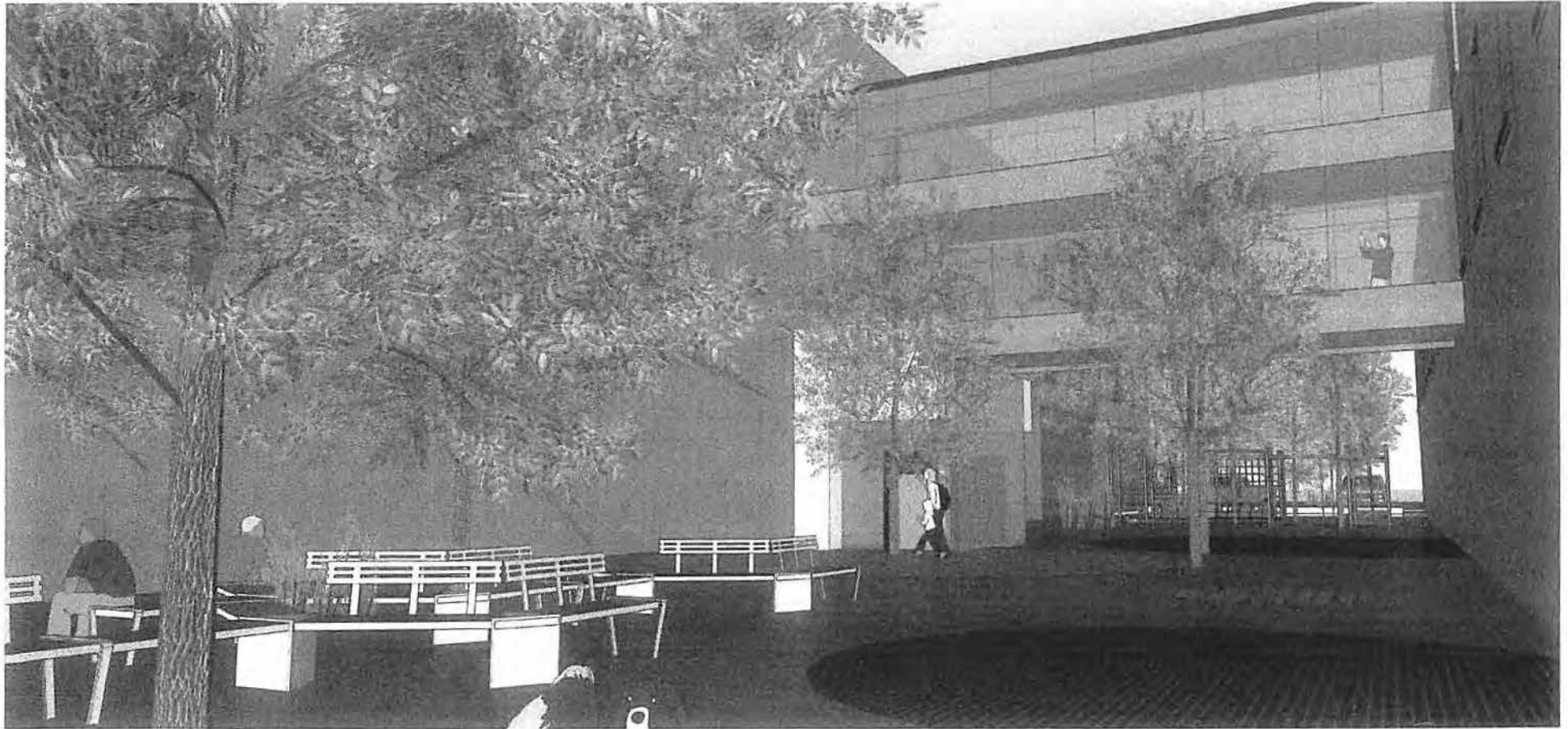




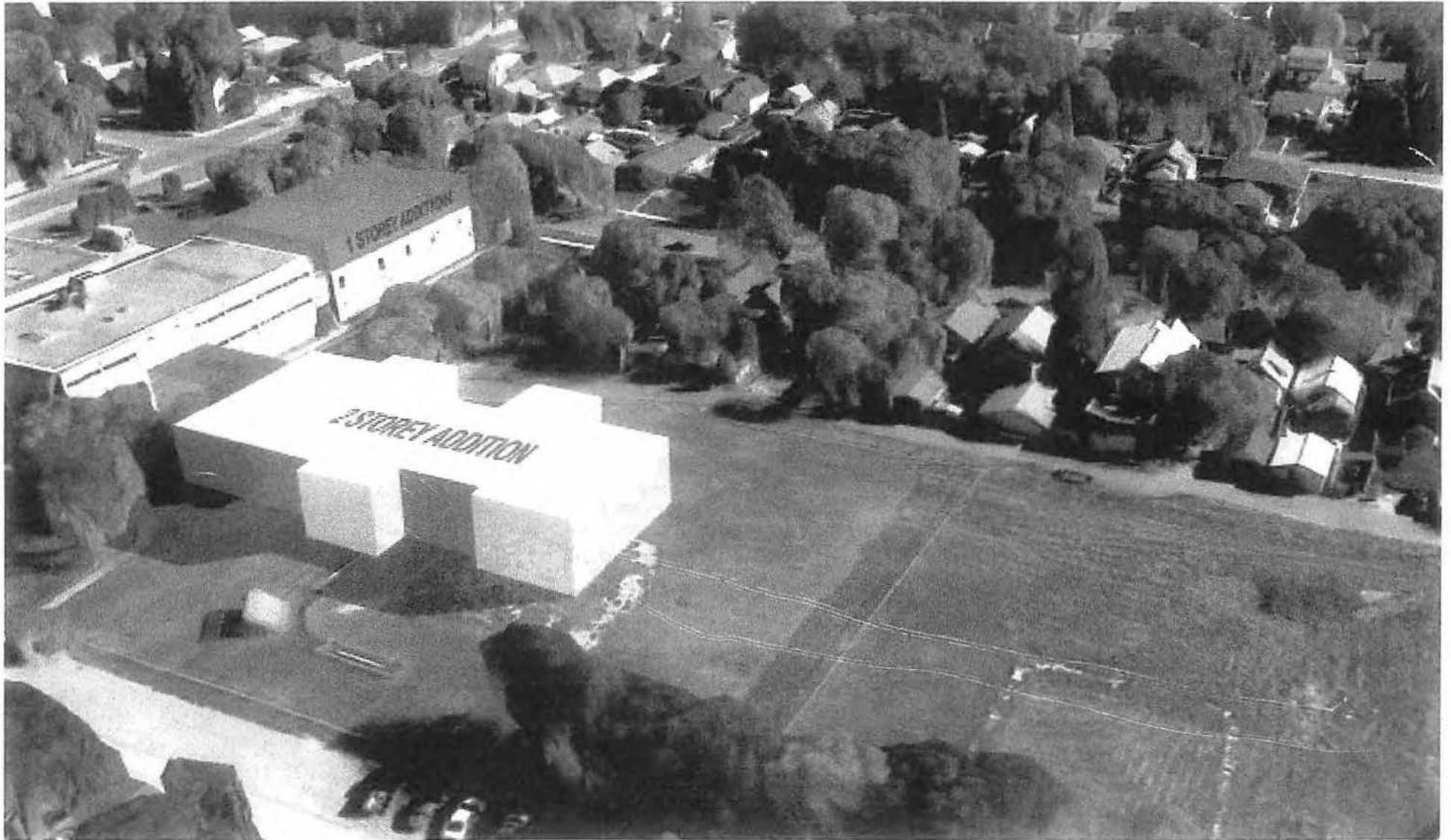












This is exhibit "D" referred to in
The Affidavit of Russell Edward Knight
Sworn
Affirmed before me this 2nd day
of October A.D. 2015
Charlene Enns

A Commissioner of Oaths for Manitoba
My Commission Expires April 17, 2016



Brandon Real Estate Board
 Manitoba Real Estate Association
 Portage La Prairie Real Estate Board
 Thompson Real Estate Board
 Winnipeg Real Estate Board

OFFER TO PURCHASE REAL ESTATE - COMMERCIAL **(FOR USE IN THE PROVINCE OF MANITOBA)**

LISTING BROKER _____
 (name of Agency ["Broker"]) (name of Salesperson)

SELLING BROKER _____
 (name of Agency ["Co-Operating Broker"]) (name of Salesperson)

CONFIRMATION OF REPRESENTATION: In representing the parties in the negotiations for the purchase and sale of the Property:

The Selling Broker represents (check applicable statement) _____ The Buyer and does not represent the Seller _____ The Seller and does not represent the Buyer _____ Both parties with the consent of each _____ (Buyer's initials) _____ (Seller's initials) _____ (Selling Salesperson's initials)	The Listing Broker represents (check applicable statement) _____ The Seller and does not represent the Buyer _____ The Buyer and does not represent the Seller _____ Both parties with the consent of each _____ (Seller's initials) _____ (Buyer's initials) _____ (Listing Salesperson's initials)
--	--

BUYER (or its Nominee), GTAC INVESTMENT CORP agrees to purchase from
 (Full legal names of all Buyers)

SELLER, 5448124 MANITOBA LTD through the
 (Full legal names of all Sellers)

BROKER(s) the PROPERTY described herein on the following terms:

Address 519 BURNELL ST.

fronting on the EAST side of BURNELL ST in the CITY OF WINNIPEG
 (city, town or municipality)

and having a frontage of 190' more or less by a depth of 147.64' more or less and legally

described as PLAN 775, BLOCK 3, LOTS 42-47 AND PLAN 33661

LOT 28 (the "Property")
 (Legal description of land including easements not described elsewhere)

at and for the **PURCHASE PRICE** of: TWELVE MILLION Dollars Canadian

(CDN\$ 12,000,000) payable at WINNIPEG, in Manitoba, as follows:
 (city, town or municipality)

A. An initial deposit delivered with this Offer, payable by cash/cheque/certified cheque to the Broker (to be refunded immediately to the Buyer in the event that the Offer expressed herein is not accepted by the Seller) of: \$ _____

B. KK A further deposit payable three business days after satisfaction or waiver of all the Buyer's conditions of: PAYABLE TO CAMERON STEPHENS \$ 100,000
BY SEPT 30/15

C. (i) By assumption of existing mortgage(s) having a(n) (aggregate) balance

S Initial(s) KK
 B Initial(s) _____

of principal and interest on the Possession Date ("Assumption of Mortgage(s) Schedule" must be attached) of: \$ _____.

- (ii) By net proceeds of a new mortgage to be arranged by the Buyer as follows: term _____ years; annual interest rate not to exceed _____ %; monthly payments excluding taxes not to exceed \$ _____, of: \$ _____.

- D. By the Buyer executing a Seller take back Mortgage in favour of the Seller as follows: term _____ years; annual interest rate not to exceed _____ %; monthly payments excluding taxes not to exceed \$ _____, of: \$ _____.

- E. The balance of the purchase price plus or minus adjustments (payable by solicitor's trust cheque or by certified cheque) to be paid to the Seller or his solicitor on or before the Possession Date. \$ 11,900,000.

TOTAL PURCHASE PRICE \$ 12,000,000

The deposit shall be held in trust by the Broker and shall be kept invested for the account of the Buyer pending completion or other termination of the agreement arising from the acceptance of this Offer. In the event the purchase is not completed by the Buyer by reason of the nonfulfilment of the conditions as herein contained or by reason of the default of the Seller, the deposit shall be returned to the Buyer without deduction together with all interest earned thereon. In the event that the purchase is not completed by reason of the default of the Buyer, the deposit and interest earned thereon shall be forfeited immediately to the Seller and he may exercise whatever other remedies are available to the Seller at law.

Upon acceptance of this Offer, the Buyer shall have _____ working days in which to arrange new first mortgage financing on terms and conditions satisfactory to Buyer in his sole and absolute discretion, and to confirm in writing that he is satisfied with said financing. If, however, the conditions set forth in the commitment letter by the mortgage company (eg) appraised value and environmental property assessment are unsatisfactory, or if the mortgage company for whatever reason decides to withdraw causing the commitment to become null and void, then the Buyer shall be able to withdraw from this transaction upon written notice to the Seller of the mortgage company's withdrawal, which shall make this transaction null and void and all monies paid hereunder shall be returned to the Buyer without any deduction whatsoever.

Other Financing Clauses:

NONE

SCHEDULE(S) _____ attached hereto form(s) part of this Offer.

- 1. APPORTIONMENT:** If Seller and Buyer at the time of execution of this Offer have not agreed upon an apportionment of purchase price, the Agreement arising out of the acceptance of this Offer shall be conditional upon the Seller and Buyer agreeing to such allocation on or before the Due Diligence Date.
- 2. INCLUSIONS:** The Purchase Price shall include without limitation, if appropriate:
All buildings, structures, erections, improvements, appurtenances and fixtures situate in or upon the Property and all systems, machinery and equipment used or intended to be used in connection with the operation and maintenance thereof, including but not limited to, all electrical fixtures, panels and switch boxes, heating fixtures and equipment, air conditioning units and equipment (owned by the Seller), plumbing and bathroom fixtures as installed, screens, storm windows and doors, window blinds, partitions, power wiring and installations, pumps and compressors, washers, dryers, dishwashers, refrigerators, stoves and other household appliances if appropriate, all of which are now situate on the Property and are to be free and clear of all liens, mortgages, encumbrances and security interests (excepting however all tenants' fixtures now upon the Property and belonging to tenants at present occupying the building under lease to the Seller), except: (list mortgages, Personal Property Security Act Registrations, etc.)

2A. OTHER CHATTELS AND/OR FIXTURES INCLUDED: ALL FURNITURE

2B. CHATTELS AND/OR FIXTURES EXCLUDED: NONE

3. RENTAL ITEMS: The following equipment is rented and not included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable: NONE

4. OFFER IS IRREVOCABLE: This Offer shall be irrevocable by 5448124 Manitoba 201
(Seller/Buyer)
until 10 a.m./p.m. on the 18 day of SEPT, 2015
(month) (year)

after which time, if not accepted, this Offer shall be null and void and the deposit shall be returned to the Buyer in full with interest accrued to date of return, if any.

5. POSSESSION DATE: This Offer shall be completed by no later than 6:00 p.m. on the 30 day of SEPT
OR SOONER OR LATER BY MUTUAL AGREEMENT. (month) (year)
2015 ("Possession Date"). On Possession Date, vacant possession of the Property shall be given to the Buyer unless otherwise provided for in this Offer.

6. NOTICES: Seller hereby appoints the Broker as his Agent for the purpose of giving and receiving notices pursuant to this Offer. Only if a co-operating broker ("Co-operating Buyer Broker") represents the interests of the Buyer in this transaction, the Buyer hereby appoints the Co-operating Buyer Broker as his Agent for the purpose of giving and receiving notices pursuant to this Offer. Any notice relating hereto or provided for herein shall be in writing. This offer, any counter offer, notice of acceptance thereof, or any notice shall be deemed given and received, when hand delivered to the address for service provided in the Acknowledgement below, or where a facsimile number is provided in the acknowledgement below, when transmitted electronically to that facsimile number or when an e-mail address is provided in the Acknowledgement below, when transmitted electronically with signature to that e-mail address.

7. GST: If this transaction is subject to Goods and Services Tax ("GST"), then such tax shall be payable by the Buyer in addition to the Purchase Price. The Seller will not collect GST if the Buyer provides to the Seller a statutory declaration whereby the Buyer represents and warrants that he is registered under the Excise Tax Act (Canada) ["ETA"], and will be so registered on Possession Date, together with the Buyer's ETA registration number, a representation and warranty that the Buyer shall self-assess and remit the GST payable and file the prescribed form and shall indemnify the Seller in respect of any GST payable. The foregoing representations and warranties shall not merge on Possession Date but shall survive the completion of the transaction. If this transaction is not subject to GST, Seller agrees to certify on or before Possession Date, that the transaction is not subject to GST.

8. DUE DILIGENCE SEARCHES: Buyer shall be allowed until 6:00 p.m. on the _____ day of _____
(Month)
(year), ("Due Diligence Date") to examine the title to the Property at his own expense and conduct such due diligence inquiries thought appropriate by the Buyer, at his own expense to satisfy himself that there are no outstanding work orders or deficiency notices affecting the Property, that its present use (APARTMENT BUILDING) may be lawfully continued and that the principal building on the Property may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders affecting the Property, and Seller agrees to execute and deliver such further authorizations and consents in this regard as Buyer may reasonably require.

9. FUTURE USE: Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the Property by Buyer is or will be lawful except as may be specifically provided for in this Offer.

10A. TITLE: Seller represents and warrants that the title to the Property stands registered in the name of the Seller free and clear of all mortgages, liens, and encumbrances endorsed upon title except as otherwise specifically provided in

this Offer and save and except for (a) any registered restrictions or covenants that run with the Property providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any easements for the supply of domestic utilities or telephone services to the Property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the present use of the Property ("Permitted Encumbrances"). If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy and which Buyer will not waive, this Offer, notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned to the Buyer together with the accrued interest thereon until date of return, if any, without deduction and Seller, Broker and Co-operating Broker shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the Property.

10B. By acceptance of this Offer, the Seller covenants, represents and warrants with the Buyer, and confirms that the Buyer is relying upon the accuracy of each of such covenant, representation and warranty in connection with the purchase of the Property:

(i) That there are not now and will not at the Possession Date be:

- (a) any agreement or option for the purchase of the Property other than the agreement resulting from the acceptance of this Offer;
- (b) any right-of-way or other easement howsoever created upon, over or in respect of the Property;
- (c) any subsisting lease or agreement for a lease affecting the Property, except those leases, particulars of which are set forth in the Schedule of Leases annexed and marked as Schedule _____ hereto;

LAKE ST MARTIN IS THE TENANT

(ii) That at the Possession Date all accounts for work, labour and materials with respect to the Property shall have been fully paid and the time for filing liens pursuant to *The Builders' Lien Act* (Manitoba) shall have expired without any liens having been filed.

(iii) The Seller warrants that he has no notice of or knowledge of any restrictions or covenants other than those registered against his title in any way adverse to his interest therein.

(iv) There are no service or maintenance contracts or any other contracts relating to the Property to which the Seller is a party other than those which will be terminated by the Seller on or before the Possession Date.

(v) That the Seller has not received any complaint, order or direction from any competent authority concerning the use of or condition of the Property under any applicable statute, law, by-law, regulation or ordinance affecting the use and occupation of or condition of same, other than any complaint, order or direction complied with by the Seller.

(vi) That on the Possession Date the Seller shall have no engagements, undertakings, agreements and commitments to which it is then a party with respect to the Property other than the Permitted Encumbrances.

(vii) To the Seller's knowledge the Seller has operated his business on the Property and received, handled, used, stored, treated, shipped and disposed of all environmental contaminants (including the propane which the Seller stores and uses on the Property) in compliance with all applicable environmental, health or safety laws, regulations, orders or approvals and no hazardous or toxic materials, substance, pollutants, contaminants or wastes are or have been released into the environment, or deposited, discharged, placed or disposed of at or near the Property in the conduct of the business of the Seller and, to the knowledge of the Seller, no part of the Property is being used by any person, firm or corporation; or has been used by any person, firm or corporation as a land fill or waste disposal site.

(viii) To the Seller's knowledge, all applicable environmental, health or safety laws, regulations, orders or approvals have been and continue to be complied with by the Seller, and no hazardous or toxic materials, substances, pollutants, contaminants or waste are being released into the environment, or deposited, discharged, placed or disposed of, from, at or near the Property by the Seller and none of the Property is being used as a land fill or waste disposal site; no above ground tanks are located above the Property and to the knowledge of the current

site manager of the Seller, without having made particular enquiries, no underground tanks are located under the Property, nor have been located under the Property and subsequently removed or filled.

- (ix) To the Seller's knowledge, no hazardous materials, wastes, pollutants or similar substances, as those terms are defined by current applicable laws and regulations, and no other materials have been or are used, stored, treated or otherwise disposed of, from, at or near the Property by the Seller, in violation of current applicable laws and regulations.
 - (x) To the Seller's knowledge the Building is not now and never has been insulated with friable asbestos insulation which is not encapsulated, nor has it contained aluminum wiring, polychlorinated biphenyl (PCB), hydrofluorocarbons, radon gas or urea formaldehyde foam insulation.
 - (xi) The Seller has the Property insured for its full insurable value on a replacement cost basis and such insurance is in full force and effect and will remain so until Possession Date expensed to the Seller.
 - (xii) The Seller, if a corporation, is a corporation duly organized and validly existing under the laws of its jurisdiction of incorporation and is duly qualified in the Province of Manitoba to own the Property and conduct its business thereon and the Seller has good right, full corporate power and absolute authority to enter into this Offer and to sell, and assign and transfer the Property to the Buyer in the manner contemplated herein and to perform all of the Seller's obligations under this Offer. The Seller shall take, prior to the Possession Date, all necessary or desirable actions, steps and corporate and other proceedings to approve or authorize, validly and effectively, the entering into of, and the execution, delivery and performance of, this Offer and the sale and purchase of the Property by the Seller to the Buyer. The Agreement resulting from the acceptance of this Offer is a legal, valid and binding obligation of the Seller, and enforceable against it, in accordance with its terms.
 - (xiii) The Seller has no knowledge of any expropriation proceedings or any action, proceeding or investigation pending or threatened (or any basis therefor) which either affect or may affect the title of the Seller to the Property or the validity and enforceability of this Offer, or the ability of the Seller to carry out the terms of this Offer.
 - (xiv) On the Possession Date, all buildings, structures and improvements comprising the Property shall be wholly situate within the boundaries of the Property, the boundaries of the Property shall not conflict with those of adjoining properties and there shall be no encroachments of any improvements on, to or from the adjoining properties and the locations of the buildings, structures and improvements comprising the Property will comply and conform with all municipal government laws and regulations and other applicable restrictions, and the building and other fixtures on the Property will not encroach upon any easement or utility right of way on the Property.
 - (xv) As of the Possession Date, all municipal taxes, rates, levies and assessments with respect to the Property and improvements thereon will have been paid in full by the Seller and there will be no local improvement levies or charges or on site or off site levies or charges in respect of the Property.
- 10C All of the representations and warranties contained in Section 10B shall survive the completion of the agreement resulting from the acceptance of this Offer and notwithstanding its completion, shall continue and remain in full force and effect for the benefit of the Buyer and shall not be merged or suspended by any document, transfer or conveyance delivered by the Seller hereunder or by the issuance of title to the Property in the name of the Buyer for a period of five years after the Possession Date, after which no claims may be brought by the Buyer with respect thereto.
- 10D The Seller acknowledges that any agreement resulting from acceptance of this Offer is conditional upon the representations and warranties contained in paragraph 10B being true and correct on the Possession Date and that the truth or correctness of each of them are conditions inserted herein exclusively for the benefit of the Buyer, as a condition precedent to the Buyer's obligation to complete the purchase, and any one or more of them may therefore be waived by the Buyer, at any time and agreement resulting from the acceptance of this Offer shall be amended to delete them ipso facto accordingly. If any of such conditions shall not be fulfilled on or before the Possession Date and any of them not so fulfilled shall not have been waived by the Buyer or if any representation or warranty in Section 10B is materially untrue, then unless the parties hereto agree in writing at or before the Possession Date, the agreement resulting from acceptance of this Offer shall be at an end and the Seller and the Buyer shall each be released from all obligations to the other under or pursuant to this Offer and resulting agreement, and the deposits

and all monies paid by the Buyer hereunder and all interest earned thereon as herein provided shall be paid to the Buyer forthwith without deduction.

10E In the event that any of the conditions contained in this Offer or any schedule attached hereto shall not be fulfilled on or before the Possession Date, or such earlier period as may be provided for hereunder, then any party for whose benefit the condition has been included shall have the right to:

- (i) terminate the agreement resulting from the acceptance of this Offer and the Seller and the Buyer shall each be released from all obligations to the other under or pursuant to this Offer and the resulting agreement; or
- (ii) waive compliance with the condition in whole or in part without prejudice to its rights of termination in the event of non-fulfillment of any other condition in whole or in part.

If the agreement resulting from acceptance of this offer is terminated hereunder, the deposits paid by the Buyer hereunder, and all interest earned thereon as herein provided, shall be paid to the Buyer forthwith without deduction.

11. DOCUMENTS AND DISCHARGE: Buyer shall not call for the production of any title documents, or other evidence of title to the Property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any Surveyor's Building Location Certificate for the Property within Seller's control to Buyer as soon as possible and prior to the Due Diligence Date. If a discharge of any mortgage held by a corporation incorporated under the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on Possession Date, is not available in registrable form on Possession Date, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same on title within a reasonable period of time after Possession Date, provided that on or before Possession Date Seller shall provide to Buyer a mortgage statement prepared by the Mortgagee setting out the balance required to obtain the discharge, together with a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on Possession Date.

12. INSPECTION: Buyer acknowledges having had the opportunity to inspect the Property and understands that upon acceptance of this Offer there shall be a binding agreement of purchase and sale between Buyer and Seller.

13. INSURANCE: All buildings on the Property and all other things being purchased shall be and remain until Possession Date at the risk and responsibility of the Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Offer and have all monies paid returned together with interest accrued thereon until date of return (if any) or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on Possession Date. If Seller is taking back a mortgage, or Buyer is assuming a mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on Possession Date.

14. THE CITY OF WINNIPEG ACT OR THE PLANNING ACT OF MANITOBA: This Offer shall be effective to create an interest in the Property only if the Seller complies with the subdivision control provisions of The City of Winnipeg Act or The Planning Act of Manitoba whichever applies, by Possession Date and Seller covenants to proceed diligently at his expense to obtain any necessary consent by Possession Date.

15. DOCUMENT PREPARATION: The Transfer shall be prepared in registrable form at the expense of Seller, and the cost of registration of such transfer and any land transfer tax shall be borne by the Buyer. The mortgage to be given back (if any) by the Buyer to the Seller shall be prepared at the expense of the Buyer and registered at the expense of the Seller.

16. RESIDENCY: Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act (Canada) by reason of this sale. Buyer shall not claim such credit if Seller delivers on Possession Date (or within such period of time as may be prescribed by regulation or interpretation bulletin) the prescribed certificate or a statutory declaration that Seller is not then a non-resident of Canada.

17. ADJUSTMENTS: Any rents, security deposits or prepaid rental deposits, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the Possession Date, the day of possession itself to be apportioned to Buyer.

18. TIME LIMITS: Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.

19. TENDER: Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for possession. Money may be tendered by solicitors' trust cheque or bank draft or certified cheque by a Canadian Financial Institution. The solicitors' for the parties shall be entitled to impose reasonable trust

conditions each upon the other, consistent always with the provisions hereof, in order to protect the interests of their respective clients.

20. **LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the Broker and/or Co-operating Broker is not legal, tax or environmental advice, and that it has been recommended that the parties obtain independent professional advice prior to signing this document.
21. **CONSUMER REPORTS:** The Buyer is hereby notified and consents that a consumer report containing credit and/or personal information may be obtained and referred to in connection with this transaction.
22. **CONFIRMATION OF REPRESENTATION:** It is understood that the Brokers involved in the transaction represent the parties as set out in the Confirmation of Representation above.
23. **NOMINEE:** The Buyer shall have the right to nominate in writing any person, firm or corporation, including a limited company to be hereinafter incorporated, to take title to the Property in its place and stead; and in such event each and every of the Buyer's covenants representations and warranties herein contained shall be assumed and discharged by such nominee. Provided further the Buyer shall not be released from the obligation of the Buyer under the Offer until Possession Date of this Offer.
24. **OFFER IN WRITING:** If there is any conflict or discrepancy between any provision added to this Offer (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Offer including any Schedule attached hereto, shall constitute the entire Offer between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Offer other than as expressed herein. This Offer shall be read with all changes of gender or number required by the context.
25. **FACSIMILE ACCEPTANCE:** The parties agree that this Offer and the acceptance hereof, together with any notices to be given pursuant to the Offer may be made by facsimile transmission or any other means of electronic transmission.
26. **HEADINGS:** The titles, captions or heading of the Sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Offer.
27. **COUNTERPARTS:** This Offer may be executed in counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.
28. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

DATED at WPI this 17 day of SEPT, 15
(month) (year)

SIGNED in the presence of:

IN WITNESS whereof I have hereunto set my hand:

(Witness)

(Date)

(Witness)

(Date)

(Witness)

(Date)

(Buyer if individual)

(Date)

(Buyer if individual)

(Date)
GTAC INVESTMENT CORP
(Buyer if corporation - signing officer - I have the authority to bind the corporation)
JEFF SEDDON PRESIDENT
(please print/type name and title)
SEPT 2015
(Date)

29. **ACCEPTANCE:** I/We hereby accept the above and agree to and with GTAC INVESTMENT CORP (Buyer)

to duly complete the sale on the terms and conditions mentioned herein and to observe and perform the covenants and undertakings herein set out.

By the Seller's signature below, the Seller acknowledges (and agrees) to pay the Broker an ~~agreed commission of~~ (state in terms of percentage of total purchase price or dollars) plus the current rate of GST and do direct and authorize him to retain and apply the deposits or so much thereof as is required to pay the said commission as and when such deposit becomes properly payable to me. I hereby irrevocably direct and authorize my solicitors to promptly pay any unpaid commission out of the sale proceeds. The Seller hereby charges and grants a security interest in the property to the Broker as security for payment of all present and future liability hereunder. Broker is entitled to register notice of this charge and security interest.

Date at Wpg this 17 day of SEPT, 2015
(Month) (Year)

SIGNED, in the presence of:

(Witness)

(Date)

(Witness)

(Date)

(Witness)

SEPT 17 / 15
(Date)

IN WITNESS whereof I have hereunto set my hand:

(Seller if individual)

(Date)

(Seller if individual)

(Date)

5448/24 MANITOBA LTD & R-V
(Seller if corporation - signing officer - I have authority to bind the corporation)

RUE KNIGHT SECRETARY
(Print/type name and title)

SEPT 17 / 2015
(Date)

PRIVACY:

Use and Disclosure of Sale Information

The Buyer and Seller agree that the sale and other related information regarding this transaction may be retained and disclosed by the Broker and/or the board(s) / association(s) (if the property was listed on an MLS® system) for reporting, appraisal and statistical purposes.

Seller's Authorization

Purchaser's Authorization

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Offer to Purchase and I authorize the Agent to forward a copy to my lawyer.

(Seller)

(Date)

(Seller)

(Date)

Address for Service: _____

Tel. No. (_____) _____

Fax No. (_____) _____

e-mail _____

Seller's Lawyer _____

Address _____

Tel. No. (_____) _____

Fax No. (_____) _____

e-mail _____

I acknowledge receipt of my signed copy of this accepted Offer to Purchase and I authorize the Agent to forward a copy to my lawyer.

(Buyer)

(Date)

(Buyer)

(Date)

Address for Service: _____

Tel. No. (_____) _____

Fax No. (_____) _____

e-mail _____

Buyer's Lawyer _____

Address _____

Tel. No. (_____) _____

Fax No. (_____) _____

e-mail _____

This is exhibit "E" referred to in
The Affidavit of Russell Edward Knight
Sworn
Affirmed before me this 2nd day
of October A.D. 2015
Charlene Enns
A Commissioner of Oaths for Manitoba
My Commission Expires April 17, 2016

Monthly Expenses – 519 Burnell Street, Winnipeg, MB

Manitoba Hydro	\$ 9,200.00
Shaw Cable	\$ 3,500.00
Wages	\$ 3,099.00
TIPP	\$ 3,815.00
Insurance	\$ 2,760.00
Grocery	\$ 3,000.00
Water	\$ 2,000.00
Maintenance & Repairs	<u>\$ 7,000.00</u>
Total Monthly Expenses	\$ 34,374.00

519 BURNELL STREET

R3G 2B3

AUGUST 2015 RENT ROLL

Tenant name	Unit	#Beds	Unit rent	Tenant pays	LSM to pay	Furn.	Move In
Liza Harper	101	1	\$ 1,000.00	\$ 1,000.00	\$ -	Y	Mar 1/15
William Hall (EI) & Ruby Schuman	102	1	\$ 2,000.00	\$ 500.00	\$ 1,500.00		Sep 1/14
LSM	103	1	\$ 2,000.00		\$ 2,000.00		
LSM	103	1	\$ 2,000.00		\$ 2,000.00		
Dawn Pranteau	105	2	\$ 2,000.00		\$ 2,000.00	Y	
LSM	106	1	\$ 2,000.00		\$ 2,000.00	Y	
Justine R. Beady	107	2	\$ 2,000.00	\$ 1,200.00	\$ 800.00	Y	May 14/15
Sherman Omera	109	1	\$ 2,000.00	\$ 1,515.00	\$ 485.00	Y	June 1/14
LSM	111	1	\$ 2,000.00		\$ 2,000.00	N	
Office	112	1					
LSM	113	1	\$ 2,000.00		\$ 2,000.00		
Lorna Summer Traverse	115	1	\$ 2,000.00	\$ 2,000.00	\$ -	Y	Feb 17/14
LSM	116	1	\$ 2,000.00		\$ 2,000.00	Y	
Valerie Woodhouse	117	1	\$ 2,000.00	\$ 800.00	\$ 1,200.00	Y	
Riley Beady	119	1	\$ 2,000.00	\$ 2,000.00	\$ -	Y	Mar 14/14
LSM	121	2	\$ 2,000.00		\$ 2,000.00	Y	
William Hudson	122	1	\$ 2,000.00		\$ 2,000.00	Y	May 13/15
Alicia Anderson	123	2	\$ 2,000.00	\$ 2,000.00	\$ -	Y	Jan 15/14
Gordon Ryle	124	1	\$ 2,000.00	\$ 1,032.00	\$ 968.00	Y	Mar 15/14
LSM	125	2	\$ 2,000.00		\$ 2,000.00	Y	
LSM	126	2	\$ 2,000.00		\$ 2,000.00	Y	
Buhler	127	2	\$ 1,200.00	\$ 1,200.00	\$ -	Y	

Notes:



Lake St Martin
Little Sask
Dauphin River
Nelson House
EI

Tenant name	Unit	#Beds	Unit rent	Tenant pays	LSM to pay	Furn.	Move In
Julia Beardy	201	1	\$ 2,000.00	\$ 1,200.00	\$ 800.00	Y	Aug 1/14
LSM	202	1	\$ 2,000.00		\$ 2,000.00	Y	
Valentine & Shawna Sumner	203	1	\$ 1,000.00	\$ 1,000.00	\$ -	Y	July 1/14
LSM	204	1	\$ 2,000.00		\$ 2,000.00	Y	
LSM	205	2	\$ 2,000.00		\$ 2,000.00	Y	
Ricardo Traverse	206	1	\$ 2,000.00	\$ 1,405.00	\$ 595.00	Y	May 12/14 bill June 1/14
Lana Peters	207	2	\$ 2,000.00		\$ 2,000.00	Y	
LSM	209	1	\$ 2,000.00		\$ 2,000.00	Y	
Dale Edward Sumner	211	1	\$ 2,000.00	\$ 2,000.00	\$ -	Y	Feb 20/14
Don E. Traverse	212	1	\$ 2,000.00	\$ 1,195.00	\$ 805.00		Sep 10/14 bill Oct 1/14
Gabriel Nanacowop	213	1	\$ 2,000.00	\$ 1,000.00	\$ 1,000.00	Y	Aug 15/14
Louis Hacha	215	1	\$ 2,000.00		\$ 2,000.00	Y	
Kevin	216	1	\$ 2,000.00		\$ 2,000.00	Y	
Daniel Fontaine	217	1	\$ 2,000.00	\$ 2,000.00	\$ -	Y	Feb 12/14
LSM	219	1	\$ 2,000.00		\$ 2,000.00	Y	
LSM	221	2	\$ 2,000.00		\$ 2,000.00	Y	
Clayton Sinclair	222	1	\$ 2,000.00	\$ 1,000.00	\$ 1,000.00		Nov 1/14
LSM	223	2	\$ 2,000.00		\$ 2,000.00	Y	
Kathy Cook	224	1	\$ 2,000.00		\$ 2,000.00		
Mathew Traverse	225	1	\$ 2,000.00		\$ 2,000.00	Y	
Clifford Ross	226	2	\$ 2,000.00	\$ 2,000.00	\$ -	Y	Feb 17/14
Jacqueline Woodhouse	227	2	\$ 2,000.00	\$ 800.00	\$ 1,200.00	Y	

Notes:



Lake St Martin
Little Sask
Dauphin River
Nelson House
EI

Tenant name	Unit	#Beds	Unit rent	Tenant pays	LSM to pay	Furn.	Move In
Ricky Sinclair	301	1	\$ 2,000.00	\$ 2,000.00	\$ -	Y	Jan 15/14
William & Elsie Roulette ???	302	1	\$ 2,000.00		\$ 2,000.00	Y	Jul 10 /14 Bill Aug 1/14
Hoke Traverse	303	1	\$ 2,000.00		\$ 2,000.00	Y	
LSM	304	1	\$ 2,000.00		\$ 2,000.00	Y	
LSM	305	2	\$ 2,000.00		\$ 2,000.00	Y	
Linda Kork ???	306	1	\$ 2,000.00	\$ 500.00	\$ 1,500.00	Y	Jul 14 /14 Bill Aug 1/14
John Harper & Natalie Mamakesick	307	2	\$ 1,000.00	\$ 1,000.00	\$ -	Y	Mar 1/15
LSM	309	1	\$ 2,000.00		\$ 2,000.00	y	
LSM	311	1	\$ 2,000.00		\$ 2,000.00		
LSM	312	1	\$ 2,000.00		\$ 2,000.00		
Jared Knight (Manager)	313	1					
LSM	315	1	\$ 2,000.00		\$ 2,000.00		
LSM	316	1	\$ 2,000.00		\$ 2,000.00	Y	
LSM	317	1	\$ 2,000.00		\$ 2,000.00		
LSM	319	1	\$ 2,000.00		\$ 2,000.00	Y	
LSM	321	2	\$ 2,000.00		\$ 2,000.00	Y	
LSM	322	1	\$ 2,000.00		\$ 2,000.00		
Albert Sinclair	323	2	\$ 2,000.00	\$ 2,000.00	\$ -	Y	April 1/14
Stuart Beardy	324	1	\$ 2,000.00		\$ 2,000.00		
LSM	325	1	\$ 2,000.00		\$ 2,000.00	Y	
LSM	326	2	\$ 2,000.00		\$ 2,000.00	Y	
Lorianne Loon & Shannon Keesickquayash (EI)	327	1	\$ 1,100.00	\$ 1,100.00	\$ -	Y	Jan 1/15

Notes:



Lake St Martin
Little Sask
Dauphin River
Nelson House
EI

Tenant name	Unit	#Beds	Unit rent	Tenant pays	LSM to pay	Furn.	Move In
LSM	B1	1	\$ 2,000.00		\$ 2,000.00		
LSM	B2	1	\$ 2,000.00		\$ 2,000.00		
LSM	B3	1	\$ 2,000.00		\$ 2,000.00		
LSM	B4	1	\$ 2,000.00		\$ 2,000.00		
LSM	B5	2	\$ 2,000.00		\$ 2,000.00		
LSM	B6	1	\$ 2,000.00		\$ 2,000.00		
LSM	B7	1	\$ 2,000.00		\$ 2,000.00		
LSM	B9	1	\$ 2,000.00		\$ 2,000.00		
Jemery Knight (Caretaker)	B11	1					
LSM	B13	1	\$ 2,000.00		\$ 2,000.00		
LSM	B14	1	\$ 2,000.00		\$ 2,000.00		
LSM	B15	1	\$ 2,000.00		\$ 2,000.00		
LSM	B16	1	\$ 2,000.00		\$ 2,000.00		
LSM	B17	1	\$ 2,000.00		\$ 2,000.00		
LSM	B19	1	\$ 2,000.00		\$ 2,000.00		
Ryan Peters - Security	B21	1					
LSM	B22	1	\$ 2,000.00		\$ 2,000.00		
LSM	B23	2	\$ 2,000.00		\$ 2,000.00		
LSM	B24	1	\$ 2,000.00		\$ 2,000.00		
LSM	B25	1	\$ 2,000.00		\$ 2,000.00		
Darlene Ross??? (EI) Jocelyn Ross	B26	2	\$ 2,000.00	\$ 1,200.00	\$ 800.00	Y	Oct 1/14
Wilfred Ross	B27	2	\$ 2,000.00	\$ 2,000.00	\$ -		Sep 1/14
Grand total			\$ 163,300.00	\$ 36,647.00	\$ 126,653.00		

Notes:



Lake St Martin
Little Sask
Dauphin River
Nelson House
EI

This is exhibit "F" referred to in
The Affidavit of Russell Edward Knight

Sworn
Affirmed before me this 2nd day
of October A.D. 2015

Charlene Erns

A Commissioner of Oaths for Manitoba
My Commission Expires April 17, 2016

Phu Nguyen

.om: Russ Knight <russknight51@gmail.com>
Sent: September-28-15 10:37 AM
To: Phu Nguyen
Subject: Fwd: August 2015 rent roll (2).xlsx

Sent from my iPhone

Begin forwarded message:

From: Russ Knight <russknight51@gmail.com>
Date: September 24, 2015 at 3:04:20 PM CDT
To: David Minor <DMinor@cameronstephens.com>
Cc: Tim Ryder <TRyder@cameronstephens.com>
Subject: Re: August 2015 rent roll (2).xlsx

I am willing to have my bookkeeper forward to you by PDF anything you ask me for , my bank account info etc . Anything you need . I don't want to freak out my people at my office to be interrogated by some guy they don't know but if you give me a list of what you need then I will meet with my people and give all of it to you . There is nothing to hide . All income coming in and all expenses going out . It's strait forward .

Sent from my iPhone

On Sep 24, 2015, at 2:56 PM, David Minor <DMinor@cameronstephens.com> wrote:

Are you willing to have Grant Thornton access tomorrow to review the books and records?

David Minor CPA, CA, CBV, CFA
Vice President, Underwriting and Investor Relations | Cameron Stephens
Mortgage Capital Ltd.
25 Adelaide Street East, Suite 600 | Toronto | Ontario | M5C 3A1
PH: 416-591-8787 ext. 207 | Cell: 416-271-9925
|FX: 416-591-9001

-----Original Message-----

From: Russ Knight [<mailto:russknight51@gmail.com>]
Sent: September-24-15 3:49 PM
To: David Minor <DMinor@cameronstephens.com>