

**THE QUEEN'S BENCH
WINNIPEG CENTRE**

**IN THE MATTER OF AN APPLICATION PURSUANT TO
SUBSECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*,
R.S.C. 1985, c.B-3, AS AMENDED**

B E T W E E N:

CAMERON STEPHENS FINANCIAL CORPORATION,

Applicant,

- and -

5448124 MANITOBA LTD.,

Respondent.

**FIRST REPORT TO THE COURT OF GRANT THORNTON LIMITED
IN ITS CAPACITY AS RECEIVER OF THE RESPONDENT
DATED: OCTOBER 26, 2015**

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- Appendix 9** Occupancy permit from City of Winnipeg and email dated October 20, 2015 from Russ Knight to Receiver, re: current status of the issue
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CONFIDENTIAL APPENDICES

(to be filed separately under seal)

- Confidential Appendix 1** Altus Appraisal dated October 20, 2014
- Confidential Appendix 2** Altus Appraisal dated February 21, 2014

INTRODUCTION AND PURPOSE OF THE FIRST REPORT

1. On October 16, 2015, the Honourable Mr. Justice Dewar issued an Order (the “**Appointment Order**”) appointing Grant Thornton Limited as receiver (the “**Receiver**”) of all of the assets, undertakings and property of 5448124 Manitoba Ltd. (“**544**”), (the “**Company**”). A copy of the Appointment Order and Endorsement is attached as **Appendix 1** to this first report (“**First Report**”) of the Receiver.
2. The purpose of the First Report is to first outline the Receiver’s activities and findings since the appointment of the Receiver. Further, to provide the Court with an evidentiary basis to determine whether to grant the relief sought by the Applicant to provide the Receiver with the authority to market the apartment building at 519 Burnell Street ("Burnell") for sale. Further, to recommend that the Court issues an order:
 - a) Approving the First Report and the conduct and activities of the Receiver described therein;
 - b) Granting a temporary sealing order with respect to Confidential Appendices “1” and “2” of this First Report until further order of the Court;
 - c) Amending and restating the Appointment Order to include the following:
 - i. Increasing the Receiver’s authorization to borrow funds and the Receiver’s borrowing charge to \$250,000 from \$100,000;
 - ii. Authorizing the Receiver to take the necessary steps to prepare Burnell for sale and take other steps to preserve, protect and improve the Respondent's property without regard for the terms and conditions of the APS (as herein after defined) and related arrangements;
 - iii. Revise paragraph 17 of the Appointment Order so that it is consistent with the Limitation on the Receiver's Liability set out in the Model Template Receivership Order.

SCOPE AND TERMS OF REFERENCE

3. In preparing this First Report, the Receiver has relied upon unaudited financial information, the Companies' records, financial information and projections and discussions with the Companies' management and employees. While the Receiver reviewed various documents provided by the Companies and believes that the information therein provides a fair summary of the transactions as reflected in the documents, such work does not constitute an audit or verification of such information for accuracy, completeness or compliance with Generally Accepted Accounting Principles ("GAAP") or International Financial Reporting Standards ("IFRS"). Accordingly, the Receiver expresses no opinion or other form of assurance with respect to such information except as expressly stated herein.
4. Some of the information used in preparing this First Report consists of financial projections. The Receiver cautions that these projections are based upon assumptions about future events and conditions that are not ascertainable. The Companies' actual results may vary from the financial projections, even if the hypothetical and probable assumptions contained therein materialize, and the variations could be significant. The Receiver's review of the future oriented information used to prepare this First Report did not constitute an audit of such information under GAAP or IFRS.
5. This First Report has been prepared for the use of this Court and the Companies' stakeholders as general information relating to the Companies and for the purpose of assisting the Court in making a determination of whether to approve the relief sought. Accordingly, the reader is cautioned that the First Report may not be appropriate for any other purpose. The Receiver will not assume responsibility or liability for losses incurred by the reader as a result of the circulation, publication, reproduction or use of the First Report contrary to the provisions in this paragraph.
6. Capitalized terms not defined in this First Report are as defined in the Appointment Order. All references to dollars are in Canadian currency unless otherwise noted.

7. Copies of this First Report and all Orders and Endorsements issued in these proceedings will be available on the Receiver's website at:

http://www.grantthornton.ca/services/reorg/bankruptcy_and_insolvency/519Burnell

PARTIES

8. 544 is a company incorporated pursuant to the laws of Manitoba that owns and operates a three story residential apartment building at 519 Burnell Street, Winnipeg, Manitoba.
9. The registered head office of the Company is located at 910 – 388 Portage Avenue, Winnipeg, Manitoba (the “**Head Office**”).
10. Susannah Simes (“**Simes**”) and Russell Knight (“**Knight**”) are the officers and directors of the Company.
11. Cameron Stephens Financial Corporation (“**CSFC**”) is a secured creditor of the Company and holds a real property mortgage and personal property security against the Company's assets as well as holding personal guarantees of Simes and Knight.

CONSERVATORY AND PROTECTIVE MEASURES

12. Since the date of its appointment, the Receiver has completed the following:
 - a) attended at the Head Office of the Company to confirm the premises were not solely being used by the Company and as such the Receiver did not take possession;
 - b) held discussions and corresponded with Knight regarding, among other things, the contemplated purchase and sale transaction between GTAC and the Company, as discussed below;
 - c) conducted a site visit of Burnell to ascertain the state of Burnell and to determine if there were any immediate health and safety concerns;
 - d) secured certain books and records of the Company that were provided by the Company and Knight to the Receiver (the “**Records**”);

- e) secured the bank accounts of the Company and arranged for the transition of banking to the Receiver's accounts;
- f) sent a request to Canada Post to redirect the Company's mail to the Receiver's office which mail includes rent cheques issued by the Red Cross and the Manitoba Employment and Income Assistance Program;
- g) reviewed existing insurance policies of the Company to confirm same was in effect and carried adequate coverage's for Burnell;
- h) created a preliminary budget to establish the estimated borrowing of funds necessary to fund the key disbursements required to stabilize the Company's operations;
- i) corresponded and held a discussion with the proposed purchaser of Burnell, GTAC Investments Corp ("**GTAC**"), to determine its ability to fund and close the contemplated purchase and sale transaction between GTAC and the Company, as discussed below;
- j) confirmed with the Company that there are no employees and was advised by the Company that anyone working at Burnell is on contract and provides invoices with no source deductions withheld;
- k) reviewed the rent roll issued by the Company for the CSFC advance and the use of the funds from the CSFC advance;
- l) reviewed the Company's available records relating to the rent collected by the Company for the period of November 2014 to October 2015, as discussed below;
- m) setup and posted information relating to this filing on the Receiver's website including this First Report;
- n) prepared and issued all statutory notices pursuant to sections 245(1) and 246(1) of the *Bankruptcy and Insolvency Act* (the "**BIA**"); and
- o) provided stakeholders with regular updates on the status of the receivership.

13. The Receiver has not proceeded with the following actions and is waiting until it has reported its findings regarding the Purchase and Sale Agreement ("APS") between GTAC and the Company to this Court, as discussed below:
- a) Registering a charge against Burnell for the Receivership;
 - b) Notifying the tenants of the Receivership and the intentions of the Receiver;
 - c) Contacting the insurer for the Company to add the Receiver as a loss payee;
 - d) Terminating the services of the contractors working at Burnell;
 - e) Contacting utilities to place the utility accounts in the name of the Receiver;
 - f) Commissioned its own appraisal of Burnell;
 - g) Investigated the issues with the City of Winnipeg surrounding Burnell's building permit issue, as discussed below;
 - h) Sought or engage new property management to assist with stabilizing and renting up of Burnell; and
 - i) Assess and budgeting the level of repairs required for Burnell.

APPRAISALS FOR 519 BURNELL

14. The Receiver has received two appraisals for Burnell from the Company. Both appraisals were issued by Altus Group Limited and both of which the Receiver requests this Court accept for filing under seal. Copies of the two appraisals to be filed with the Court are attached as **Confidential Appendices "1" and "2"**. One of the appraisals was on an unfurnished basis, while the other was on a fully furnished basis. Both appraisals are based on "Extraordinary Assumptions and Limiting Conditions" which include the following:
- a) "As of the date of inspection, the subject project appeared to be in final stages of renovations with some units occupied. For purposes of this appraisal, the subject project is **assumed complete with all units fully occupied** under stabilized market conditions as of the effective date. We have made the **extraordinary assumption** that the subject property is in similar condition as of the effective

date as on the inspection date, and further assume **that all planned renovations are complete.**"

- b) "Only select units were inspected at time of inspection. Remaining units are assumed to be of similar quality and condition as those units that were inspected".

(emphasis added)

- 15. These assumptions do not reflect the true state of the property as of the effective date, to the date of CSFC advanced financing or today.
- 16. It is the Receiver's view that while it is appropriate for the Court to be aware of these appraisals their public disclosure could be prejudicial to the Receiver's conduct of a future sales process and, as such, should be the subject of a sealing order until further order of this Court.

RECEIVER'S REVIEW AND ANALYSIS OF THE PURCHASE AND SALE AGREEMENT BETWEEN THE COMPANY AND GTAC

- 17. The Receiver arranged a meeting with Knight on October 19, 2015. The purpose of the meeting was to discuss the APS between the Company and GTAC Investment Corp. that is scheduled to close on October 30, 2015. A copy of the APS is attached as **Appendix "2"**. During the meeting, the Receiver asked Knight if he had any other documents to support the legitimacy of the APS and that the Purchaser had the ability to close the transaction. The Receiver received no such documents from Knight at this meeting.
- 18. During the meeting, Knight explained that the Purchaser's ability to close the transaction between GTAC and the Company was subject to the closing of another purchase and sale agreement that Knight, on behalf of 5750351 Manitoba Ltd. had entered into with GTAC relating to a school on Ness Avenue, Winnipeg (the "**School**"). The School sale had to close first, and once closed would enable funding to be made available for the APS for Burnell. Knight stated that the School is the first of several properties that GTAC was purchasing and that upon each sale being closed, it would allow funding to be advanced for the next purchase in the string of property purchases. Burnell is the second property in this string of property purchases after the School.

19. While Knight has filed an affidavit containing documents from various 3rd party groups that fund Aboriginal Investment initiatives, these documents have no specific reference to advances being made to GTAC for the specific use to purchase Burnell.
20. On October 20, 2015, Knight arranged a meeting with himself, the Receiver and GTAC represented by Jeff Seddon (“**Seddon**”). Seddon provided a similar, but more detailed explanation on the structure of the proposed APS transaction than Knight. Seddon advised that there are various aboriginal lender support programs to advance funds for aboriginal initiatives on the basis of “Own Source Revenue”. Own Source Revenue was explained as loans funded on revenue streams produced by businesses owned in full or in part by the Bands, as defined below. Own Source Revenue is in contrast to the conventional method a bank or lender would normally secure their loan which is by taking a charge against the property. He indicated that two bands, Lake St. Martin (“**LSM**”) and Ebb and Flow First Nation (“**EFFN**”) (LSM and EFFN are hereinafter collectively referred to as the “**Bands**”) established a joint venture for economic development. Seddon advised that the Bands had access to different funding programs and that EFFN had loan funds available from a video lottery terminal business they own, which would be used to purchase the School from 5750351 Manitoba Ltd. Seddon and Knight advised that LSM is renting the School for various educational programs and to hold and conduct band meetings. Once the School is purchased, the rental income generated from the School would allow the Bands to borrow against it, which funds would then be used to purchase Burnell.
21. The Receiver advised Seddon that while it appreciated Seddon's more detailed explanation of the process, the Receiver required documentary evidence such as agreements and contracts between GTAC and the Bands, and documentation such as a comfort letter or some other similar notice that confirms GTAC has the necessary funding arranged to close the transaction.
22. To date, the \$100,000.00 deposit contemplated in the APS be paid by GTAC to CSFC has not been received by the Receiver, the Company or CSFC.

23. In discussions with the Company since the Receivership Order was granted, there appears to be a number of terms that form part of or are related to the proposed APS transaction that are not detailed in the APS. Knight has advised verbally that the following arrangements are part of or related to the contemplated transaction:
- a. 31 units indicated by Knight in his August 2015 rent roll as being rented are “reserved” for LSM to be taken over immediately upon the closing of the APS and as such the Company was not actively seeking renters for those units;
 - b. Rent arrears owing by LSM are to be dealt with as an adjustment on closing the APS. The Receiver to date has been unable to verify the rent arrears;
 - c. The Company has allowed the commencement of construction of a geo-thermal installation at Burnell by a contractor engaged by GTAC in anticipation of GTAC closing and completing the APS; and
 - d. Although the Company has stated it is not a party to any agreements relating to the geo-thermal work, it appears that the Company has made a \$50,000 payment relating to this work. Knight advised the Receiver that the payment will be recovered on the closing of the School purchase.
24. Knight has repeatedly made reference in these proceeding to a “Band Council Resolution” (“BCR”) which was included in his affidavit as Exhibit B and which is attached as **Appendix “3”** to this First Report. In reviewing the BCR, there are references that people from LSM would be occupying Burnell and that a geo-thermal system would be installed at Burnell. The BCR refers to an anticipated “Joint Venture Agreement” with 5750351 MANITOBA LTD. Neither the Company nor GTAC are referred to in the BCR.
25. Despite several requests by the Receiver to Knight for more details on the APS along with other information relating to rent collected and the rent roll arrears of the Company,

the information remains outstanding. A copy of the emails from the Receiver to Knight requesting this information are attached as **Appendix “4”**.

26. Russ Knight advised the Receiver that no sales process, which canvassed the market, was undertaken nor was Burnell listed for sale prior to entering into the APS. A copy of the email from Knight to the Receiver advising it of this information is attached as **Appendix “5”**.
27. The Receiver has reviewed and considered the APS, met with parties to the APS and repeatedly requested documentation to assist the Receiver in its assessment. The Receiver has no evidence that the APS is legitimate, or that it is commercially reasonable, that GTAC has the financial capability to complete the transaction or that it can be closed.
28. GTAC has confirmed the funding for Burnell is contingent upon the School sale closing first. That sale is not a matter within this proceeding and the Receiver cannot assess whether or not this closing will occur.

RECEIVER’S REVIEW OF THE COMPANY’S RECORDS AND RENT ROLLS

29. The Receiver has had to rely on the data entered into Quickbooks by the Company regarding the rent for Burnell as the Company did not provide the Receiver with its deposit books despite requests for same. Furthermore, Knight advised the Receiver that the Company’s bookkeeper was out of town. A summary of the rent recorded in Quickbook for the period November 2014 to October 2015 and the current Accounts Receivable Aging Summary is attached as **Appendix “6”**.
30. The Receiver reviewed the rental revenue from the Quickbooks data recorded by the Company for the period November 1, 2014 to October 20, 2015. The Receiver has compared the monthly income for November 2014 recorded by the Company to the rent roll for November 2014. The phrase "certified true" was written on the November rent rolls given by the Company to CSFC. The Receiver's analysis provides that the number of units paying rent and the amount of rent paid (\$75,066.00) in November 2014 were substantially lower than represented (\$158,275.00) in the "certified true" rent roll. A copy

of the rent roll the Company provided to CSFC as being “certified true” for the month of November 2014 is attached as **Appendix “7”**.

31. During the Receiver’s site visit of Burnell on October 19, 2015, the Receiver learned that approximately forty units (less than fifty percent of the total units) were currently being occupied. The Receiver reviewed a copy of the rent roll report for August 2015 provided in the Knight Affidavit sworn on October 2, 2015 (the "**Knight Affidavit**"), and asked Knight to explain the drastic change in occupancy from approximately eighty units in August, 2015, outlined in the Knight Affidavit (see Exhibit E) to approximately 40 at October, 2015. In an email dated October 21, 2015, Knight stated that references to LSM as the tenant in the August rent roll in his affidavit are units that were put on reserve for LSM and not rented out. These totaled 31. In the same email, Knight stated that the actual available units for rent are only 71 of the total 88 units. Only 4 of the roughly 21 basement units can be rented due to an occupancy permit issue which is discussed later in this report. Attached as **Appendix “8”** is Knight’s response to the discrepancy.
32. The Receiver’s review of the rent information available indicates a continual erosion in the rent collection as summarized below:

Month	# of Tenants	Rent Collected
November 2014	61	\$ 75,066.00
December	58	\$ 65,300.00
January 2015	51	\$ 49,254.00
February	43	\$ 46,122.00
March	34	\$ 43,930.00
April	28	\$ 38,042.00
May	30	\$ 39,530.83
June	27	\$ 35,647.00
July	26	\$ 33,947.00
August	25	\$ 34,049.50
September	26	\$ 35,047.00
October	28	\$ 33,847.00

STATE OF 519 BURNELL

33. During the site visit, the Company brought to the Receiver's attention an issue regarding the building permits requested for Burnell during the initial renovations of Burnell. Burnell originally had 80 units and through renovations was expanded to 88 units. The permits pulled for electrical, plumbing and mechanical were for 88 units, but the main building permit was issued for only 80 units. As a result, the building has occupancy permits for the first, second and third floors but the permits for the majority of the basements units are still pending due to the work in the basement being incomplete. In addition, Knight advised the Receiver that the basement had moisture issues which have only partially been addressed and were a further reason most of the basement units were not rentable. A review of the entries made in Quickbooks again indicates only one or two units in the basement appeared to be rented from November 2014 to present. A copy of the interim occupancy permit and email from Knight related to the occupancy permit issue are attached as **Appendix "9"**.
34. During the Receiver's site visit of Burnell, it was discovered that a portion of the parking lot was fenced off and there was a large amount of construction materials and equipment stored in the fenced area. The Receiver inquired as to the nature of the work that was being conducted. The Company advised that GTAC had engaged a geo-thermal contractor to install a geo-thermal system at Burnell. The Company was not party to this agreement. This contractor has been retained to install geo-thermal systems on each of the properties GTAC is intending to purchase. GTAC had engaged the geo-thermal contractor in anticipation of completing the APS. Knight advised the Receiver that approximately \$50,000.00 of work had been done and an additional \$100,000.00 of materials were onsite. Knight further advised that he understood the total contract was worth a few million dollars. The Receiver advised Knight that the work needed to cease immediately pending the outcome of the Receiver determining the validity and ability of GTAC to complete the APS. The Receiver further advised Knight that the Receiver was not responsible to pay the contractor, nor did the Receiver have funds to do so. A copy of the email sent to the Receiver regarding the geo-thermal issue is attached as **Appendix "10"**.

RECEIVER'S PROPOSED COURSE OF ACTION

35. The Receiver proposes the following course of action:

- a) The Receiver would immediately be seeking to engage a new proper management company to assist with stabilizing the operations and the lease up of the building;
- b) The Receiver would not allow any further construction of the geo-thermal system at Burnell that was contracted by GTAC subject to a review of this project and confirmation of financing should the project prove justified;
- c) It would be the Receiver's intention to discontinue reserving units for LSM's sole use and actively market the units for rent;
- d) The Receiver would register a charge against Burnell for the Receivership;
- e) The Receiver would notify the tenants of the Receivership and the intentions of the Receiver;
- f) The Receiver would contact the insurer for the Company to add the Receiver as a loss payee;
- g) The Receiver would terminate the services of the contractors working at the property;
- h) The Receiver would contact utilities to place the utility accounts in the name of the Receiver;
- i) The Receiver would commission its own appraisal of Burnell.

OTHER CONCERNS

36. As a result of the Receiver recommending that it begin actively marketing Burnell, which may include improving the building, the Receiver has reviewed the Appointment Order again, specifically paragraph 17 (Limitation on the Receiver's Liability). The Receiver is concerned with the Court's inclusion of an exception to the standard language limiting the Receiver's liability from that set out in the template model order. The language used in the model order as prepared by the Commercial List Users Committee of the Ontario Superior Court has been developed over time with careful input from lawyers, trustees and judges to provide a reasonable level of protection to professional firms asked to take on the

responsibility of becoming a court officer. The model template Receivership Orders from other provinces also contains similar language.

37. The Receiver has been advised by its local counsel that the reason for the Court including the exception for "contracts entered into by the Receiver in respect of the administration of the Property" was to ensure that the Receiver did not use this limitation from liability paragraph as an excuse not to honour its contractual obligations during the course of its receivership. Firstly, it is not this Receiver's intention nor would it be appropriate for a court officer not to honour a contractual obligation it entered into. That said, the Receiver is concerned that by adding this exception, the Court may have unintentionally expanded the potential liability of its court officer. For example, if the Receiver acting with reasonable care engages a contractor to commence repair work and through the contractors actions the premises were damaged, it may be argued that the Receiver would not be entitled to the protection of paragraph 17 as the loss in question arose from a "contract entered into by the Receiver in respect of the administration of the Property." Accordingly, the Receiver respectfully requests, that upon further review, the exception in paragraph 17 be removed.
38. Alternatively, if this Honourable Court is still of the view that express language compelling its officer to honour its contractual obligations is necessary, it is respectfully requested that it be contained in a separate paragraph that does not undermine the existing integrity of limitation on the Receiver's liability as set out in the template order.

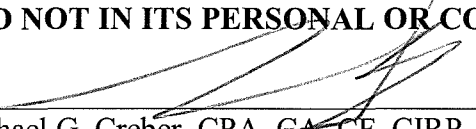
CONCLUSION

39. Under the original application filed by CSFC, the Applicant requested the Receiver be granted the following power "to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate". The Receiver has been unable to confirm that the APS can be closed and has been unable to confirm that the APS is valid, legitimate and commercially reasonable.
40. Burnell requires significant attention in order to stabilize it and ready it for a sale. The required actions might contravene arrangements made by the Company related to or contemplated by the APS transaction.

41. Accordingly, for reasons set out in this First Report, the Receiver respectfully recommends the Court provide the Receiver with the powers as outlined in paragraph 2 above.

ALL OF WHICH IS RESPECTFULLY SUBMITTED this 26th day of October, 2015.

**GRANT THORNTON LIMITED,
IN ITS CAPACITY AS COURT-APPOINTED
RECEIVER OF 5448124 MANITOBA LTD
AND NOT IN ITS PERSONAL OR CORPORATE CAPACITY**

Per: 
Michael G. Creber, CPA, CA, CF, CIRP
Senior Vice-President

APPENDIX 1

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

**ORDER
(appointing receiver)**

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**THE QUEEN'S BENCH
WINNIPEG CENTRE**

THE HONOURABLE MR.

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FRIDAY, THE 16TH

JUSTICE DEWAR

)

DAY OF OCTOBER, 2015

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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 -

5448142 MANITOBA LTD.

Respondent

**ORDER
(appointing Receiver)**

THIS APPLICATION made by the Applicant, Cameron Stephens Financial Corporation for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") appointing Grant Thornton Limited as receiver and manager (in such capacities, the "**Receiver**") without security, of all of the assets, undertakings and properties of 5448124 Manitoba Ltd. (the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor, was heard on September 29, 2015 and continued on October 7, 2015 and October 16, 2015 at the Law Courts Building, 408 York Avenue, Winnipeg, Manitoba.

ON READING the Affidavit of David Minor sworn September 25, 2015, the Affidavit of Gregory Azeff sworn September 28, 2015, the Affidavit of Russell Edward Knight sworn October 2, 2015, the Supplementary Affidavit of David Minor sworn October 6, 2015, the Affidavit of Arlene Phillips sworn October 6, 2015, the transcription of the hearing of this

Application on September 29, 2015, the transcription of the cross-examination Russell Edward Knight conducted October 6, 2015, two Affidavits of Service of Samantha Dunn both sworn September 28, 2015, the Affidavit of Service of Samantha Dunn sworn October 2, 2015, two Affidavits of Service of Samantha Dunn both sworn October 5, 2015, the Affidavit of Service of Samantha Dunn sworn October 6, 2015 and the Affidavit of Service of Samantha Dunn sworn October 7, 2015, the Affidavit of Service of Samantha Dunn sworn October 15, 2015 and on hearing the submissions of counsel for the Applicant, Russell Edward Knight on behalf of the Debtor, and counsel for the Proposed Receiver and no one appearing for any other party although duly served as appears from the said affidavits of service, and on reading the consent of Grant Thornton Limited to act as the Receiver and on the failure of the Respondent to make the payment required pursuant to the Order of this Honourable Court dated October 7, 2015:

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Application is hereby abridged and validated so that this Application was properly returnable on September 29, 2015 and continued on October 7, 2015 and October 16, 2015 and hereby dispenses with further service thereof.

APPOINTMENT

2. THIS COURT ORDERS that pursuant to section 243(1) of the BIA Grant Thornton Limited is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (the "**Property**").

RECEIVER'S POWERS

3. THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- a. to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- b. to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes (exclusive of those locks and/or security codes at 910-388 Portage Ave. Winnipeg), the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- c. to manage, operate, and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;
- d. to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel, property management companies and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- e. to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
- f. to receive and collect all monies, rents and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- g. to settle, extend or compromise any indebtedness owing to the Debtor;
- h. to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;

- i. to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- j. to complete and close, on the Debtor's behalf, the transaction contemplated by the Offer to Purchase Real Estate – Commercial between the Debtor, as vendor, and GTAC Investment Corp., as purchaser, dated September 17, 2015, with respect to the real property municipally known as 519 Burnell St., Winnipeg;
- k. to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- l. to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- m. to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- n. to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;
- o. to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- p. to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and

- q. to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

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

- 4. THIS COURT ORDERS that if there is any dispute with a party other than the Debtor (a "Third Party") as to whether any property (the "**Disputed Property**") is owned by such Third Party or by the Debtor (and therefore constitutes Property which properly should be in the possession of the Receiver pursuant to the terms of this Order), such Disputed Property shall be held by the Receiver pending further Order of this Court. Either the Third Party or the Receiver may make application to this Court on seven (7) days prior notice to the other for an order asking for directions with respect to the Disputed Property.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

- 5. THIS COURT ORDERS that (i) the Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, property management companies, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.
- 6. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the

"Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 6 or in paragraph 7 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

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

NO PROCEEDINGS AGAINST THE RECEIVER

8. THIS COURT ORDERS that no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

9. THIS COURT ORDERS that no Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

10. THIS COURT ORDERS that all rights and remedies against the Debtor, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

11. THIS COURT ORDERS that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

12. THIS COURT ORDERS that all Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtor are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such

goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

13. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

14. THIS COURT ORDERS that all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

15. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

16. THIS COURT ORDERS that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Environmental Act* (Manitoba), the *Water Resources Conservation Act* (Manitoba), the *Contaminated Sites Remediation Act* (Manitoba), the *Dangerous Goods Handling and Transportation Act* (Manitoba), the *Public Health Act* (Manitoba) or the *Workplace Health and Safety Act* (Manitoba) and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The

Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

17. THIS COURT ORDERS that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act* or in respect of any contracts entered into by the Receiver in respect of the administration of the Property. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

18. THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.
19. THIS COURT ORDERS that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of this Court, but nothing herein shall fetter this Court's discretion to refer such matters to a Master of this Honourable Court.
20. THIS COURT ORDERS that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands,

against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

21. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$100,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.
22. THIS COURT ORDERS that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.
23. THIS COURT ORDERS that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.
24. THIS COURT ORDERS that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

SERVICE AND NOTICE

25. THIS COURT ORDERS that the Applicant and the Receiver be at liberty to serve this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or electronic transmission to the Respondent's creditors or other interested parties at their respective addresses as last shown on the records of the Respondent and that any such service or notice by courier, personal delivery or electronic transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing. Interested persons who do not send a request, in writing, to counsel for the Applicant to be added to the service list (hereinafter defined) shall not be required to be served further in these proceedings.
26. THIS COURT ORDERS that counsel for the Applicant shall prepare and provide to the Receiver a service list to be kept current by the Receiver (the "**Service List**") containing the name and contact information (which may include the address, telephone number and facsimile number or e-mail address) for service to: the Applicant; the Receiver; and each creditor or other interested party who has sent a request, in writing, to counsel for the Receiver to be added to the Service List. The Service List shall indicate whether each person on the Service List has elected to be served by e-mail or facsimile, and failing such election the Service List shall indicate service by e-mail. The Service List shall be posted on the website of the Receiver at the address indicated in paragraph 27 herein. **For greater certainty, creditors and other interested persons who have received notice of this Order and who do not send a request, in writing, to counsel for the Receiver to be added to the Service List shall not be required to be further served in these proceedings.**
27. THIS COURT ORDERS that the Applicant, the Receiver, and all parties on the Service List may serve any court materials in these proceedings by e-mailing a PDF or other electronic copy of such materials to counsels' email addresses as recorded on the Service List from time to time, and the Receiver may post a copy of any or all such materials on its website at www.GrantThornton.ca/519Burnell.

GENERAL

28. THIS COURT ORDERS that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
29. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.
30. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.
31. THIS COURT ORDERS that the costs of this Application may be spoken to at a future time upon notice to the Respondent.
32. THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.
33. THIS COURT ORDERS that the Applicant, Respondent and Receiver shall appear before me at 12:45 PM on October 27, 2015.

October 16, 2015


Dewar J

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that Grant Thornton Limited, the receiver (the "**Receiver**") of the assets, undertakings and properties of 5448124 Manitoba Ltd. acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "**Property**") appointed by Order of The Queen's Bench, Winnipeg Centre (the "**Court**") dated the 29th day of September, 2015 (the "**Order**") made in an action having Court file number CI 15-01-97799, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$ _____, being part of the total principal sum of \$100,000 which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver

to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the ____ day of _____, 20__.

Grant Thornton Limited, solely in its capacity
as Receiver of the Property, and not in its
personal capacity

Per:

Name:

Title:

APPENDIX 2



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)
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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

(CDNS 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) KK

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, 255 (Seller/Buyer)
until 10 a.m./p.m. on the 18 day of SEPT (month) 2015 (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 (month) 2015 (year) OR SOONER OR LATER BY MUTUAL AGREEMENT
("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)

_____, ("Due Diligence Date") to examine the title to the Property at his own expense and conduct such due (year)

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 TRAIL

(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 WPG this 12 day of SEPT 15
(month) (year)

SIGNED in the presence of:

IN WITNESS whereof I have hereunto set my hand:

(Witness)

(Buyer if individual)

(Date)

(Date)

(Witness)

(Buyer if individual)

(Date)

(Date)

(Witness)

GTAC INVESTMENT CORP & AFFILIATES
(Buyer if corporation - signing officer - I have the authority to bind the corporation)

(Date)

JEFF SPROWEN 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)

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

Russ 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 _____

S Initial(s) AK
B Initial(s) BJ

APPENDIX 3



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

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

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.

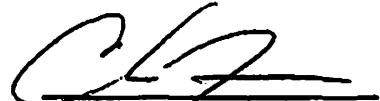
Quorum 4

SIGNED APRIL 8/15


Chief


Council


Council


Council

Council

Council


Council

APPENDIX 4

From: Oros, Jan <Jan.Oros@ca.gt.com>
Sent: Thursday, October 22, 2015 9:22 AM
To: Russ Knight
Cc: Gabor, Sam; Creber, Michael
Subject: RE: 519 Burnell 5448124 Manitoba
Attachments: Report_from_519_Burnell.pdf

Hi Russ,

Thank you for your responses and information provided this week. I wanted to summarize what we are still waiting on from you. I fly back to Toronto around noon today so I would ask if you have any paperwork to provide that you drop it off to Sam Gabor at 400 St. Marys Avenue, 9th Floor before the end of business this Friday.

1.) Copy of any additional documents to support the purchase and sale agreement for the 519 Burnell property by GTAC Investments. This should include confirmation from the buyer that all financing is in place and the ability to close by the 30th of October. Typically the buyer's lender or counsel can provide a letter of comfort to the purchaser. We discussed this in detail today during our meeting with you and Mr. Seddon and it appeared Mr. Seddon understood what was required and would do his best to assist you with paperwork to address these issues. He also understood that absent these documents, we would be unable to confirm with the judge next week that there was a bonafide deal here that would close. As Mr. Seddon confirmed today, the closing for Burnell is dependent on the Ness property closing first which had not occurred yet as of today.

4.) Deposit books still not received. We want the deposits books from December 2014 to present.

5.) We are not yet in receipt of the rental arrears that show approximately \$ 250,000 owing in rents to 5448124. In quickbooks, the amount showed owing to 5448124 is approx.. \$ 1800. See attached.

For the rental arrears #5, we will also want to see the agreement you have referenced before that you have with LSM that they will pay specifically 5448124 Manitoba Ltd the \$ 2,000/month owing for each unit they had rented. Again this would impact the purchase and sale agreement with GTAC since you have indicated this would be a closing adjustment.

Can you also advise what the nature of the transaction is per the attached pdf where in it shows Jeff Seddon apparently owing 5448124 Manitoba \$ 50,000 for a payment made by your holding company to him? How does this relate to the purchase and sale agreement? Is this another closing adjustment to be aware of and documented?

The red cross & EI rent cheques go to your office so we would ask that you also drop those off to Sam Gabor as they start to trickle in for November as the Receiver needs to start depositing those cheques when received.

If you have any questions on the above, please let us know.

Thanks

Jan Oros | Manager
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Toronto, ON M5H 3T4
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E Jan.Oros@ca.gt.com<mailto:Jan.Oros@ca.gt.com> | W <http://www.grantthornton.ca/>

[cid:image001.jpg@01D10CAB.55F3D880]

<<http://www.grantthornton.ca/>>

[cid:image002.jpg@01D10CAB.55F3D880]<<http://www.greatplacetowork.ca/best-workplaces/best-workplaces-in-canada>>

Grant Thornton LLP is proud to be recognized as one of Canada's best workplaces for our eighth consecutive year!

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

Sent: Wednesday, October 21, 2015 11:17 AM

To: Oros, Jan

Cc: Gabor, Sam; Creber, Michael

Subject: Re: 519 Burnell 5448124 Manitoba

Under # 8 : the current occupied units of the current available 71 units is 40 (of the 88 total 2 are incomplete and the remaining basement units other than the 4 occupied units must remain vacant until occupancy of the 8 units in question are complete) . The balance of units being 31 are reserved for LSM and of that balance we have had a dozen or so floaters in and out of those units short term over the last several months .

As well we had 2 move outs in Aug that were long term tenants . The reason they moved out was because they were from Little Sask and some of the LSM tenants made them feel uncomfortable staying in the building because they said our band , not marching band , Lsm is taking over ownership of the building next month and you aren't welcome .

We also have about a dozen units that are not able to be occupied that we are currently being renovating . To clarify , the Aug rent roll that shows LSM as the tenant are units that were put on reserve for LSM as per the Chiefs direction because they need those units the second they close and they don't want to have to kick out non band members .

On Oct 20, 2015, at 5:21 PM, Oros, Jan <Jan.Oros@ca.gt.com<<mailto:Jan.Oros@ca.gt.com>>> wrote:
HI Russ,

I wanted to provide you an update of what was received and what was still outstanding from our information request below that I sent you yesterday.

1.) Copy of any additional documents to support the purchase and sale agreement for the 519 Burnell property by GTAC Investments. This should include confirmation from the buyer that all financing is in place and the ability to close by the 30th of October. Typically the buyer's lender or counsel can provide a letter of comfort to the purchaser. We discussed this in detail today during our meeting with you and Mr. Seddon and it appeared Mr. Seddon understood what was required and would do his best to assist you with paperwork to address these issues. He also understood that absent these documents, we would be unable to confirm with the judge next week that there was a bonafide deal here that would close. As Mr.Seddon confirmed today, the closing for Burnell is dependent on the Ness property closing first which had not occurred yet as of today.

2.) Quickbooks data file received.

3.) Certificate of insurance received dated from May 2015. We require a more current dated certificate and the full insurance binder for review still.

4.) Deposit books still not received. We want the deposits books from December 2014 to present.

5.) We are not yet in receipt of the rental arrears that show approximately \$ 250,000 owing in rents to 5448124. In quickbooks, the amount showed owing to 5448124 is approx.. \$ 1800. See attached.

6.) We have not received a copy of the Geo-Thermal contract that was commenced at the property in the last 2 weeks.

7.) Altus appraisal received.

8.) Please confirm if the current rent roll is 31 or 40 occupied units? Based on the October 2015 rent roll that I sent yesterday which is attached again for your reference, can you advise what caused the reduction of tenant census in the August rent roll which appears to be around 82 units vs the present rent roll of 31-40 units? You have all basement units occupied in the August rent roll when there are two which are incomplete and uninhabitable and the others you indicated could not be occupied due to the occupancy permit issue and you also had issues with water and mold in the basement area which only until recently was rectified based on what you advised yesterday.

9.) Some visa statement were received but is not the full set of them requested

Please work on getting the balance of this information to me sometime tomorrow morning.

Thanks

Jan Oros | Manager
Grant Thornton Limited
200 King Street West, Box 11, 11th Floor
Toronto, ON M5H 3T4
T +1 416 360 5023 | F +1 905 475 8906 | C +1 416 899 2717
E Jan.Oros@ca.gt.com<mailto:Jan.Oros@ca.gt.com> | W <http://www.grantthornton.ca/>

[cid:image001.jpg@01D10CAB.55F3D880]

<<http://www.grantthornton.ca/>>

[cid:image002.jpg@01D10CAB.55F3D880]<<http://www.greatplacetowork.ca/best-workplaces/best-workplaces-in-canada>>

Grant Thornton LLP is proud to be
recognized as one of Canada's best
workplaces for our eighth consecutive year!

From: Oros, Jan
Sent: Monday, October 19, 2015 7:26 PM
To: 'rusknight51@gmail.com<mailto:rusknight51@gmail.com>'
Cc: Gabor, Sam; Creber, Michael
Subject: 519 Burnell 5448124 Manitoba

Hi Russ,

Thank you for meeting with us today. As discussed we will need the following documents/information from you on an expedited basis:

1.) Copy of any additional documents to support the purchase and sale agreement for the 519 Burnell property by GTAC Investments. This should include confirmation from the buyer that all financing is in place and the ability to close by the 30th of October. Typically the buyer's lender or counsel can provide a letter of comfort to the purchaser.

2.) Copy of the 5448124 Manitoba Quickbooks data file

3.) Copy of the insurance policy including policy details, limits and exclusions, if any. What you provide previously was a finance contract which does not provide details of the coverages

- 4.) We would like to review the deposit books used to deposit all the rents since October 2014.
- 5.) Rent Roll by unit that summaries the arrears on each unit since October 2014.
- 6.) Copy of the Geo-Thermal Contract Work entered into for 519 Burnell
- 7.) The Altus Appraisal of October 2014 you provided references an earlier report done in March 2014 for additional information. Please provide that report and provide the appraisal you indicated you had for the property for \$ 23 million.
- 8.) During the site visit, you indicated there were 40 units tenanted presently. The October 2015 rent roll list you provided earlier today only lists 31 paying units(see attached). Can we confirm which is correct?
- 9.) Copy of the visa credit card statements that were paid by 544.

There may be additional info required once we have had a chance to review the above but we will advise accordingly.

Call me if you have any questions on the above.

Jan Oros | Manager
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T +1 416 360 5023 | F +1 905 475 8906 | C +1 416 899 2717
E Jan.Oros@ca.gt.com<mailto:Jan.Oros@ca.gt.com> | W <http://www.grantthornton.ca/>

[cid:image001.jpg@01D10CAB.55F3D880]
<<http://www.grantthornton.ca/>>
[cid:image002.jpg@01D10CAB.55F3D880]<<http://www.greatplacetowork.ca/best-workplaces/best-workplaces-in-canada>>

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<August Rent roll.pdf>
<MyScan.pdf>
<Report_from_519_Burnell.pdf>

APPENDIX 5

From: Russ Knight <russknight51@gmail.com>
Sent: Friday, October 23, 2015 9:35 AM
To: Oros, Jan
Cc: Creber, Michael; Gabor, Sam; Jackson, David
Subject: Re: Update re progress on Ness and 519 Burnell

No , we did not canvas this sale or put it on the Mls . As you know the building was reconstructed specifically to meet the long term needs of Lake St Martin .
As soon as I receive documents supporting the sale of Ness and Burnell I will immediately forward to you .
I don't expect that Toronto will get this info to me till Monday .

> On Oct 23, 2015, at 9:05 AM, Oros, Jan <Jan.Oros@ca.gt.com> wrote:
>
> Hi Russ,
>
> Please try to get these documents to us today as we need to review them to be able to speak about the deal for Tuesday.

>
> Can you also advise what if any sale process you conducted surrounding this property? Was it listed on the MLS and/or did you openly canvas the market for a buyer?

>
> Please advise.

>
> Thanks

>
>
> Jan Oros | Manager
> Grant Thornton Limited
> 200 King Street West, Box 11, 11th Floor
> Toronto, ON M5H 3T4
> T +1 416 360 5023 | F +1 905 475 8906 | C +1 416 899 2717
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>
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> workplaces for our eighth consecutive year!

>
>
>
>
> -----Original Message-----

> From: Russ Knight [mailto:russknight51@gmail.com]
> Sent: Thursday, October 22, 2015 8:09 PM
> To: Oros, Jan
> Subject: Update re progress on Ness and 519 Burnell

>
> Everybody in the same meeting today in Toronto was what the doctor ordered . All 4 deals have now been signed off and FNFA has requisitioned the funds from Price Water House . Hanley will be in a position tomorrow to bring comfort to all stake holders . We are running to the close . I am told I should have something in my hand by Monday that should satisfy you re Burnell upcoming closing

>
>
>
>

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APPENDIX 6

519 Burnell
Transaction Detail By Account
December 1, 2014 through October 16, 2015

APPENDIX "5"
5448124 MANITOBA LTD RENT RECORDED FOR THE PERIOD NOVEMBER 2014 TO OCTOBER 2015

Type	Date	Num	Name	Memo	Split	Debit	Credit
Rent revenue							
Invoice	11/1/2014	318	Ricardo Traverse #101-519 Burnell	Monthly rental fee	1 Accounts Receivable		1,405.00
Invoice	11/1/2014	319	Christina Moar #103-519 B	Monthly rental fee	2 Accounts Receivable		1,300.00
Invoice	11/1/2014	320	Billy Sinclair #104-519 Burnell	Monthly rental fee	3 Accounts Receivable		1,495.00
Invoice	11/1/2014	321	Erin Anderson #105-519B	Monthly rental fee	4 Accounts Receivable		1,000.00
Invoice	11/1/2014	322	Jonathan Lacquette #B25 -> #106-519 B	Monthly rental fee	5 Accounts Receivable		1,000.00
Invoice	11/1/2014	323	Victoria Bau #107	Monthly rental fee	6 Accounts Receivable		1,100.00
Invoice	11/1/2014	324	Sherman Omera #103 -> #109-519 Burnell	Monthly rental fee	7 Accounts Receivable		1,515.00
Invoice	11/1/2014	325	Joey Peeble #111-519 Burnell	Monthly rental fee	8 Accounts Receivable		1,000.00
Invoice	11/1/2014	326	Stewart Shorting #113->#116-519 B	Monthly rental fee	9 Accounts Receivable		1,000.00
Invoice	11/1/2014	327	Lorna Sumner Traverse #115-519 B	Monthly rental fee	10 Accounts Receivable		2,000.00
Invoice	11/1/2014	328	Michael McDonald #116-519 Burnell	Monthly rental fee	11 Accounts Receivable		1,000.00
Invoice	11/1/2014	329	Stephanie Beady #117-519 B	Monthly rental fee	12 Accounts Receivable		1,500.00
Invoice	11/1/2014	330	Riley Beady #119-519 Burnell	Monthly rental fee	13 Accounts Receivable		2,000.00
Invoice	11/1/2014	331	Hector Beady #122-519 B	Monthly rental fee	14 Accounts Receivable		1,000.00
Invoice	11/1/2014	332	Alicia Anderson #123	Monthly rental fee	15 Accounts Receivable		2,000.00
Invoice	11/1/2014	333	Gordon Ryle #116->#124-519 B	Monthly rental fee	16 Accounts Receivable		1,000.00
Invoice	11/1/2014	334	Gavin Anderson #125-519 B	Monthly rental fee	17 Accounts Receivable		1,000.00
Invoice	11/1/2014	335	Eileen Anderson #127-519 Burnell	Monthly rental fee	18 Accounts Receivable		1,315.00
Invoice	11/1/2014	336	Julia Beady #201-519 B	Monthly rental fee	19 Accounts Receivable		1,200.00
Invoice	11/1/2014	337	Evan Hart #202-519 B	Monthly rental fee	20 Accounts Receivable		1,000.00
Invoice	11/1/2014	338	Shawna Sumner #203	Monthly rental fee	21 Accounts Receivable		1,000.00
Invoice	11/1/2014	339	Dean & Rhoda Traverse #205-519 Burnell	Monthly rental fee	22 Accounts Receivable		1,000.00
Invoice	11/1/2014	340	Cecily Beady #207	Monthly rental fee	23 Accounts Receivable		1,845.00
Invoice	11/1/2014	341	Marla Shorting #209-519 B	Monthly rental fee	24 Accounts Receivable		1,000.00
Invoice	11/1/2014	342	Dale Edward Sumner #211-519 Burnell	Monthly rental fee	25 Accounts Receivable		2,000.00
Invoice	11/1/2014	343	Gabriel Nanacowop #215 -> #213-519 B	Monthly rental fee	26 Accounts Receivable		1,000.00
Invoice	11/1/2014	344	Don E. Traverse #214-519 B	Monthly rental fee	27 Accounts Receivable		1,195.00
Invoice	11/1/2014	345	Chantal Sumner #213 -> #215-519 B	Monthly rental fee	28 Accounts Receivable		1,000.00
Invoice	11/1/2014	346	Don Traverse #206->#216-519 B	Monthly rental fee	29 Accounts Receivable		1,000.00
Invoice	11/1/2014	347	Daniel Fontaine #217-519 Burnell	Monthly rental fee	30 Accounts Receivable		2,000.00
Invoice	11/1/2014	348	Jordan Beady #219-519 Burnell	Monthly rental fee	31 Accounts Receivable		1,000.00
Invoice	11/1/2014	349	Bernice McKenzie #221	Monthly rental fee	32 Accounts Receivable		1,351.00
Invoice	11/1/2014	350	Clarence Ross #222	Monthly rental fee	33 Accounts Receivable		1,000.00
Invoice	11/1/2014	351	Leah Sumner & Clarence Shorting #221-519 B	Monthly rental fee	34 Accounts Receivable		
Invoice	11/1/2014	352	Rheanna Deafie #224-519 Burnell	Monthly rental fee	35 Accounts Receivable		1,000.00
Invoice	11/1/2014	353	Joseph Traverse #225	Monthly rental fee	36 Accounts Receivable		2,000.00
Invoice	11/1/2014	354	Clifford Ross #226-519 B	Monthly rental fee	37 Accounts Receivable		2,000.00
Invoice	11/1/2014	355	Alice Thompson #227-519 B	Monthly rental fee	38 Accounts Receivable		1,500.00
Invoice	11/1/2014	356	Ricky Sinclair #301	Monthly rental fee	39 Accounts Receivable		2,000.00
Invoice	11/1/2014	357	Justin Traverse #305	Monthly rental fee	40 Accounts Receivable		1,300.00
Invoice	11/1/2014	358	Standley Bruce #309->#107-519 B	Monthly rental fee	41 Accounts Receivable		1,000.00
Invoice	11/1/2014	359	Mildred Sinclair #311-519 B	Monthly rental fee	42 Accounts Receivable		1,000.00
Invoice	11/1/2014	360	Robin Glen Bruce #314-519 B	Monthly rental fee	43 Accounts Receivable		1,000.00
Invoice	11/1/2014	361	Derek Spence #317-519 B	Monthly rental fee	44 Accounts Receivable		1,000.00
Invoice	11/1/2014	362	Rene Bruce #319-519 Burnell	Monthly rental fee	45 Accounts Receivable		1,000.00
Invoice	11/1/2014	363	Felicia Moar #322->#113-519 Burnell	Monthly rental fee	46 Accounts Receivable		1,000.00
Invoice	11/1/2014	364	Albert Sinclair #323-519 Burnell	Monthly rental fee	47 Accounts Receivable		2,000.00
Invoice	11/1/2014	365	Nicholas Richard #325-519 Burnell	Monthly rental fee	48 Accounts Receivable		2,000.00
Invoice	11/1/2014	366	Pearl Beady #326-519 Burnell	Monthly rental fee	49 Accounts Receivable		1,515.00
Invoice	11/1/2014	367	Camelia Thompson #327-519 B	Monthly rental fee	50 Accounts Receivable		1,300.00
Invoice	11/1/2014	368	Oliver Okemow #B25-519 B	Monthly rental fee	51 Accounts Receivable		1,000.00
Invoice	11/1/2014	369	Holly Sumner #B26-519 B	Monthly rental fee	52 Accounts Receivable		1,515.00
Invoice	11/1/2014	370	Wilfred Ross #B27-519 B	Monthly rental fee	53 Accounts Receivable		2,000.00
Invoice	11/1/2014	E1005	William Hall & Ruby Schuman #102-519 B	Monthly rental fee \$1,500.00, discount \$500.00	54 Accounts Receivable		1,000.00
Invoice	11/1/2014	E1006	Darlene & Rocelyn Ross #321-> #B26	-MULTIPLE-	55 Accounts Receivable		1,200.00
Invoice	11/1/2014	333-1	Gordon Ryle #116->#124-519 B	Monthly rental fee (tenant pays)	56 Accounts Receivable		515.00
Invoice	11/1/2014	321-1	Erin Anderson #105-519B	Monthly rental fee	57 Accounts Receivable		300.00
Invoice	11/1/2014	323-1	Victoria Bau #107	Tenant portion	58 Accounts Receivable		200.00
Invoice	11/6/2014	372	Clayton Sinclair #316 -> #222	Monthly rental fee	59 Accounts Receivable		1,000.00
Invoice	11/6/2014	373	Jasmine Klocko #224->#316-519 B	Monthly rental fee	60 Accounts Receivable		1,000.00
Invoice	11/15/2014	427-1	Janice Traverse #126-519 Burnell	Nov 15-30/14 rent	61 Accounts Receivable		500.00
							75,066.00
Invoice	12/1/2014	419	Albert Sinclair #323-519 Burnell	Monthly rental fee	1 Accounts Receivable		2,000.00
Invoice	12/1/2014	409	Alice Thompson #227-519 B	Monthly rental fee	2 Accounts Receivable		1,500.00
Invoice	12/1/2014	388	Alicia Anderson #123	Monthly rental fee	3 Accounts Receivable		2,000.00
Invoice	12/1/2014	405	Bernice McKenzie #221	Monthly rental fee	4 Accounts Receivable	0.00	
Invoice	12/1/2014	376	Billy Sinclair #104-519 Burnell	Monthly rental fee	5 Accounts Receivable		1,495.00
Invoice	12/1/2014	422	Camelia Thompson #327-519 B	Monthly rental fee	6 Accounts Receivable		1,300.00
Invoice	12/1/2014	396	Cecily Beady #207	Monthly rental fee	7 Accounts Receivable		1,845.00
Invoice	12/1/2014	401	Chantal Sumner #213 -> #215-519 B	Monthly rental fee	8 Accounts Receivable		1,000.00
Invoice	12/1/2014	375	Christina Moar #103-519 B	Monthly rental fee	9 Accounts Receivable		1,300.00
Invoice	12/1/2014	426	Clarence Ross #222	Monthly rental fee	10 Accounts Receivable	0.00	
Invoice	12/1/2014	415	Clayton Sinclair #316 -> #222	Monthly rental fee	11 Accounts Receivable		1,000.00
Invoice	12/1/2014	408	Clifford Ross #226-519 B	Monthly rental fee	12 Accounts Receivable		2,000.00

519 Burnell
Transaction Detail By Account
December 1, 2014 through October 16, 2015

Type	Date	Num	Name	Memo	Split	Debit	Credit
Invoice	12/1/2014	398	Dale Edward Sumner #211-519 Burnell	Monthly rental fee	13	Accounts Receivable	2,000.00
Invoice	12/1/2014	403	Daniel Fontaine #217-519 Burnell	Monthly rental fee	14	Accounts Receivable	2,000.00
Invoice	12/1/2014	EI009	Darlene & Rocelyn Ross #321-> #B26	-MULTIPLE-	15	Accounts Receivable	1,200.00
Invoice	12/1/2014	395	Dean & Rhoda Traverse #205-519 Burnell	Monthly rental fee	16	Accounts Receivable	1,000.00
Invoice	12/1/2014	416	Derek Spence #317-519 B	Monthly rental fee	17	Accounts Receivable	1,000.00
Invoice	12/1/2014	400	Don E. Traverse #214-519 B	Monthly rental fee	18	Accounts Receivable	1,195.00
Invoice	12/1/2014	402	Don Traverse #206->#216-519 B	Monthly rental fee	19	Accounts Receivable	0.00
Invoice	12/1/2014	391	Eileen Anderson #127-519 Burnell	Monthly rental fee	20	Accounts Receivable	1,315.00
Invoice	12/1/2014	377	Erin Anderson #105-519B	Monthly rental fee	21	Accounts Receivable	0.00
Invoice	12/1/2014	393	Evan Hart #202-519 B	Monthly rental fee	22	Accounts Receivable	1,000.00
Invoice	12/1/2014	418	Felicia Moar #322->#113-519 Burnell	Monthly rental fee	23	Accounts Receivable	1,000.00
Invoice	12/1/2014	399	Gabriel Nanacowop #215 -> #213-519 B	Monthly rental fee	24	Accounts Receivable	1,000.00
Invoice	12/1/2014	390	Gavin Anderson #125-519 B	Monthly rental fee	25	Accounts Receivable	1,000.00
Invoice	12/1/2014	389	Gordon Ryle #116->#124-519 B	Monthly rental fee	26	Accounts Receivable	1,000.00
Invoice	12/1/2014	389-1	Gordon Ryle #116->#124-519 B	Monthly rental fee (tenant portion)	27	Accounts Receivable	515.00
Invoice	12/1/2014	387	Hector Beardy #122-519 B	Monthly rental fee	28	Accounts Receivable	1,000.00
Invoice	12/1/2014	424	Holly Sumner #B26-519 B	Monthly rental fee	29	Accounts Receivable	0.00
Invoice	12/1/2014	406	Jasmine Klocko #224->#316-519 B	Monthly rental fee	30	Accounts Receivable	1,000.00
Invoice	12/1/2014	381	Joey Peeble #111-519 Burnell	Monthly rental fee	31	Accounts Receivable	1,000.00
Invoice	12/1/2014	378	Jonathan Lacquette #B25 -> #106-519 B	Monthly rental fee	32	Accounts Receivable	1,000.00
Invoice	12/1/2014	404	Jordan Beardy #219-519 Burnell	Monthly rental fee	33	Accounts Receivable	1,000.00
Invoice	12/1/2014	407	Joseph Traverse #225	Monthly rental fee	34	Accounts Receivable	0.00
Invoice	12/1/2014	392	Julia Beardy #201-519 B	Monthly rental fee	35	Accounts Receivable	1,200.00
Invoice	12/1/2014	411	Justin Traverse #305	Monthly rental fee	36	Accounts Receivable	1,300.00
Invoice	12/1/2014	383	Lorna Sumner Traverse #115-519 B	Monthly rental fee	37	Accounts Receivable	2,000.00
Invoice	12/1/2014	397	Marla Shorting #209-519 B	Monthly rental fee	38	Accounts Receivable	1,000.00
Invoice	12/1/2014	384	Michael McDonald #116-519 Burnell	Monthly rental fee	39	Accounts Receivable	1,000.00
Invoice	12/1/2014	413	Mildred Sinclair #311-519 B	Monthly rental fee	40	Accounts Receivable	1,000.00
Invoice	12/1/2014	420	Nicholas Richard #325-519 Burnell	Monthly rental fee	41	Accounts Receivable	2,000.00
Invoice	12/1/2014	423	Oliver Okemow #B25-519 B	Monthly rental fee	42	Accounts Receivable	1,000.00
Invoice	12/1/2014	421	Pearl Beardy #326-519 Burnell	Monthly rental fee	43	Accounts Receivable	1,515.00
Invoice	12/1/2014	417	Rene Bruce #319-519 Burnell	Monthly rental fee	44	Accounts Receivable	1,000.00
Invoice	12/1/2014	374	Ricardo Traverse #101-519 Burnell	Monthly rental fee	45	Accounts Receivable	1,405.00
Invoice	12/1/2014	410	Ricky Sinclair #301	Monthly rental fee	46	Accounts Receivable	2,000.00
Invoice	12/1/2014	386	Riley Beardy #119-519 Burnell	Monthly rental fee	47	Accounts Receivable	2,000.00
Invoice	12/1/2014	414	Robin Glen Bruce #314-519 B	Monthly rental fee	48	Accounts Receivable	1,000.00
Invoice	12/1/2014	394	Shawna Sumner #203	Monthly rental fee	49	Accounts Receivable	1,000.00
Invoice	12/1/2014	380	Sherman Omera #103 -> #109-519 Burnell	Monthly rental fee	50	Accounts Receivable	1,515.00
Invoice	12/1/2014	412	Standley Bruce #309->#107-519 B	Monthly rental fee	51	Accounts Receivable	1,000.00
Invoice	12/1/2014	385	Stephanie Beardy #117-519 B	Monthly rental fee	52	Accounts Receivable	1,500.00
Invoice	12/1/2014	382	Stewart Shorting #113->#116-519 B	Monthly rental fee	53	Accounts Receivable	1,000.00
Invoice	12/1/2014	379	Victoria Bau #107	Monthly rental fee	54	Accounts Receivable	0.00
Invoice	12/1/2014	425	Wilfred Ross #B27-519 B	Monthly rental fee	55	Accounts Receivable	2,000.00
Invoice	12/1/2014	EI008	William Hall & Ruby Schuman #102-519 B	Monthly rental fee \$1,500.00, discount \$500.00	56	Accounts Receivable	1,000.00
Invoice	12/5/2014	427	Janice Traverse #126-519 Burnell	Dec 1-31/14 rent	57	Accounts Receivable	1,000.00
Invoice	12/5/2014	427-2	Janice Traverse #126-519 Burnell	Tenant protion	58	Accounts Receivable	200.00
							65,300.00
Invoice	1/1/2015	467	Albert Sinclair #323-519 Burnell	Monthly rental fee	1	Accounts Receivable	2,000.00
Invoice	1/1/2015	458	Alice Thompson #227-519 B	Monthly rental fee	2	Accounts Receivable	1,500.00
Invoice	1/1/2015	440	Alicia Anderson #123	-MULTIPLE-	3	Accounts Receivable	2,024.00
Invoice	1/1/2015	EI013	Amber MacKay & Danielle Houle #105	-MULTIPLE-	4	Accounts Receivable	1,000.00
Invoice	1/1/2015	430	Billy Sinclair #104-519 Burnell	Monthly rental fee	5	Accounts Receivable	0.00
Invoice	1/1/2015	448	Cecily Beardy #207	Monthly rental fee	6	Accounts Receivable	0.00
Invoice	1/1/2015	453	Chantal Sumner #213 -> #215-519 B	Monthly rental fee	7	Accounts Receivable	1,000.00
Invoice	1/1/2015	429	Christina Moar #103-519 B	Monthly rental fee	8	Accounts Receivable	1,300.00
Invoice	1/1/2015	456	Clayton Sinclair #316 -> #222	Monthly rental fee	9	Accounts Receivable	1,000.00
Invoice	1/1/2015	457	Clifford Ross #226-519 B	Monthly rental fee	10	Accounts Receivable	2,000.00
Invoice	1/1/2015	450	Dale Edward Sumner #211-519 Burnell	Monthly rental fee	11	Accounts Receivable	2,000.00
Invoice	1/1/2015	454	Daniel Fontaine #217-519 Burnell	Monthly rental fee	12	Accounts Receivable	2,000.00
Invoice	1/1/2015	EI011	Darlene & Rocelyn Ross #321-> #B26	-MULTIPLE-	13	Accounts Receivable	1,200.00
Invoice	1/1/2015	447	Dean & Rhoda Traverse #205-519 Burnell	Monthly rental fee	14	Accounts Receivable	0.00
Invoice	1/1/2015	464	Derek Spence #317-519 B	Monthly rental fee	15	Accounts Receivable	0.00
Invoice	1/1/2015	451	Don E. Traverse #214-519 B	Monthly rental fee	16	Accounts Receivable	1,195.00
Invoice	1/1/2015	443	Eileen Anderson #127-519 Burnell	Monthly rental fee	17	Accounts Receivable	0.00
Invoice	1/1/2015	445	Evan Hart #202-519 B	Monthly rental fee	18	Accounts Receivable	0.00
Invoice	1/1/2015	466	Felicia Moar #322->#113-519 Burnell	Monthly rental fee	19	Accounts Receivable	1,000.00
Invoice	1/1/2015	452	Gabriel Nanacowop #215 -> #213-519 B	Monthly rental fee	20	Accounts Receivable	1,000.00
Invoice	1/1/2015	442	Gavin Anderson #125-519 B	Monthly rental fee	21	Accounts Receivable	0.00
Invoice	1/1/2015	441	Gordon Ryle #116->#124-519 B	Monthly rental fee	22	Accounts Receivable	1,000.00
Invoice	1/1/2015	439	Hector Beardy #122-519 B	Monthly rental fee	23	Accounts Receivable	0.00
Invoice	1/1/2015	472	Janice Traverse #126-519 Burnell	Monthly rental fee	24	Accounts Receivable	1,000.00
Invoice	1/1/2015	463	Jasmine Klocko #224->#316-519 B	Monthly rental fee	25	Accounts Receivable	1,000.00
Invoice	1/1/2015	433	Joey Peeble #111-519 Burnell	Monthly rental fee	26	Accounts Receivable	0.00
Invoice	1/1/2015	431	Jonathan Lacquette #B25 -> #106-519 B	Monthly rental fee	27	Accounts Receivable	0.00
Invoice	1/1/2015	455	Jordan Beardy #219-519 Burnell	Monthly rental fee	28	Accounts Receivable	1,000.00
Invoice	1/1/2015	444	Julia Beardy #201-519 B	Monthly rental fee	29	Accounts Receivable	1,200.00
Invoice	1/1/2015	460	Justin Traverse #305	Monthly rental fee	30	Accounts Receivable	1,300.00
Invoice	1/1/2015	EI012	Lorianne Loon & Shannon Keesickguayash	-MULTIPLE-	31	Accounts Receivable	1,100.00
Invoice	1/1/2015	435	Lorna Sumner Traverse #115-519 B	Monthly rental fee	32	Accounts Receivable	2,000.00
Invoice	1/1/2015	449	Marla Shorting #209-519 B	Monthly rental fee	33	Accounts Receivable	1,000.00

519 Burnell
Transaction Detail By Account
December 1, 2014 through October 16, 2015

Type	Date	Num	Name	Memo	Split	Debit	Credit
Invoice	1/1/2015	436	Michael McDonald #116-519 Burnell	Monthly rental fee	34	Accounts Receivable	0.00
Invoice	1/1/2015	461	Mildred Sinclair #311-519 B	Monthly rental fee	35	Accounts Receivable	0.00
Invoice	1/1/2015	468	Nicholas Richard #325-519 Burnell	Monthly rental fee	36	Accounts Receivable	2,000.00
Invoice	1/1/2015	470	Oliver Okemow #B25-519 B	Monthly rental fee	37	Accounts Receivable	0.00
Invoice	1/1/2015	469	Pearl Beady #326-519 Burnell	Monthly rental fee	38	Accounts Receivable	1,515.00
Invoice	1/1/2015	465	Rene Bruce #319-519 Burnell	Monthly rental fee	39	Accounts Receivable	1,000.00
Invoice	1/1/2015	428	Ricardo Traverse #101-519 Burnell	Monthly rental fee	40	Accounts Receivable	1,405.00
Invoice	1/1/2015	459	Ricky Sinclair #301	Monthly rental fee	41	Accounts Receivable	2,000.00
Invoice	1/1/2015	438	Riley Beady #119-519 Burnell	Monthly rental fee	42	Accounts Receivable	2,000.00
Invoice	1/1/2015	462	Robin Glen Bruce #314-519 B	Monthly rental fee	43	Accounts Receivable	1,000.00
Invoice	1/1/2015	446	Shawna Sumner #203	Monthly rental fee	44	Accounts Receivable	1,000.00
Invoice	1/1/2015	432	Sherman Omera #103 -> #109-519 Burnell	Monthly rental fee	45	Accounts Receivable	1,515.00
Invoice	1/1/2015	473	Standley Bruce #309->#107-519 B	Monthly rental fee	46	Accounts Receivable	1,000.00
Invoice	1/1/2015	437	Stephanie Beady #117-519 B	Monthly rental fee	47	Accounts Receivable	0.00
Invoice	1/1/2015	434	Stewart Shorting #113->#116-519 B	Monthly rental fee	48	Accounts Receivable	1,000.00
Invoice	1/1/2015	471	Wilfred Ross #B27-519 B	Monthly rental fee	49	Accounts Receivable	2,000.00
Invoice	1/1/2015	EI010	William Hall & Ruby Schuman #102-519 B	Monthly rental fee	50	Accounts Receivable	1,000.00
Credit Memo	1/28/2015	539	Alicia Anderson #123	Rent increase fallen as we are an extended stay	51	Accounts Receivable	24.00
							49,254.00
Invoice	2/1/2015	507	Albert Sinclair #323-519 Burnell	Monthly rental fee	1	Accounts Receivable	2,000.00
Invoice	2/1/2015	501	Alice Thompson #227-519 B	Monthly rental fee	2	Accounts Receivable	1,500.00
Invoice	2/1/2015	486	Alicia Anderson #123	Monthly rental fee	3	Accounts Receivable	2,048.00
Credit Memo	2/1/2015	540	Alicia Anderson #123	Rent increase fallen as we are an extended stay	4	Accounts Receivable	48.00
Invoice	2/1/2015	EI018	Amber MacKay & Danielle Houle #105	Monthly rental fee	5	Accounts Receivable	1,000.00
Invoice	2/1/2015	495	Chantal Sumner #213 -> #215-519 B	Monthly rental fee	6	Accounts Receivable	1,000.00
Invoice	2/1/2015	479	Christina Moar #103-519 B	Monthly rental fee	7	Accounts Receivable	0.00
Invoice	2/1/2015	498	Clayton Sinclair #316 -> #222	Monthly rental fee	8	Accounts Receivable	1,000.00
Invoice	2/1/2015	500	Clifford Ross #226-519 B	Monthly rental fee	9	Accounts Receivable	2,024.00
Credit Memo	2/1/2015	544	Clifford Ross #226-519 B	Rent increase fallen as we are an extended stay	10	Accounts Receivable	24.00
Invoice	2/1/2015	EI014	Crystal & Shaylene Genaille #205	Monthly rental fee	11	Accounts Receivable	1,000.00
Invoice	2/1/2015	492	Dale Edward Sumner #211-519 Burnell	Monthly rental fee	12	Accounts Receivable	2,024.00
Credit Memo	2/1/2015	542	Dale Edward Sumner #211-519 Burnell	Rent increase fallen as we are an extended stay	13	Accounts Receivable	24.00
Invoice	2/1/2015	496	Daniel Fontaine #217-519 Burnell	Monthly rental fee	14	Accounts Receivable	2,024.00
Credit Memo	2/1/2015	543	Daniel Fontaine #217-519 Burnell	Monthly rental fee	15	Accounts Receivable	24.00
Invoice	2/1/2015	EI017	Darlene & Rocelyn Ross #321-> #B26	Monthly rental fee	16	Accounts Receivable	1,200.00
Invoice	2/1/2015	493	Don E. Traverse #214-519 B	Monthly rental fee	17	Accounts Receivable	1,195.00
Invoice	2/1/2015	506	Felicia Moar #322->#113-519 Burnell	Monthly rental fee	18	Accounts Receivable	1,000.00
Invoice	2/1/2015	494	Gabriel Nanacowop #215 -> #213-519 B	Monthly rental fee	19	Accounts Receivable	1,000.00
Invoice	2/1/2015	487	Gordon Ryle #116->#124-519 B	Monthly rental fee	20	Accounts Receivable	1,000.00
Invoice	2/1/2015	488	Janice Traverse #126-519 Burnell	Monthly rental fee	21	Accounts Receivable	1,000.00
Invoice	2/1/2015	504	Jasmine Klocko #224->#316-519 B	Monthly rental fee	22	Accounts Receivable	1,000.00
Invoice	2/1/2015	497	Jordan Beady #219-519 Burnell	Monthly rental fee	23	Accounts Receivable	1,000.00
Invoice	2/1/2015	489	Julia Beady #201-519 B	Monthly rental fee	24	Accounts Receivable	1,200.00
Invoice	2/1/2015	503	Justin Traverse #305	Monthly rental fee	25	Accounts Receivable	1,300.00
Invoice	2/1/2015	EI015	Lorianne Loon & Shannon Keesickguayash	Monthly rental fee	26	Accounts Receivable	1,100.00
Invoice	2/1/2015	484	Lorna Sumner Traverse #115-519 B	Monthly rental fee	27	Accounts Receivable	2,024.00
Credit Memo	2/1/2015	541	Lorna Sumner Traverse #115-519 B	Rent increase fallen as we are an extended stay	28	Accounts Receivable	24.00
Invoice	2/1/2015	491	Marla Shorting #209-519 B	Monthly rental fee	29	Accounts Receivable	0.00
Invoice	2/1/2015	508	Nicholas Richard #325-519 Burnell	Monthly rental fee	30	Accounts Receivable	0.00
Invoice	2/1/2015	509	Pearl Beady #326-519 Burnell	Monthly rental fee	31	Accounts Receivable	1,515.00
Invoice	2/1/2015	505	Rene Bruce #319-519 Burnell	Monthly rental fee	32	Accounts Receivable	1,000.00
Invoice	2/1/2015	480	Ricardo Traverse #101-519 Burnell	Monthly rental fee	33	Accounts Receivable	1,405.00
Invoice	2/1/2015	502	Ricky Sinclair #301	Monthly rental fee	34	Accounts Receivable	2,048.00
Credit Memo	2/1/2015	545	Ricky Sinclair #301	Rent increase fallen as we are an extended stay	35	Accounts Receivable	48.00
Invoice	2/1/2015	485	Riley Beady #119-519 Burnell	Monthly rental fee	36	Accounts Receivable	2,000.00
Invoice	2/1/2015	499	Robin Glen Bruce #314-519 B	Monthly rental fee	37	Accounts Receivable	1,000.00
Invoice	2/1/2015	490	Shawna Sumner #203	Monthly rental fee	38	Accounts Receivable	1,000.00
Invoice	2/1/2015	482	Sherman Omera #103 -> #109-519 Burnell	Monthly rental fee	39	Accounts Receivable	1,515.00
Invoice	2/1/2015	481	Standley Bruce #309->#107-519 B	Monthly rental fee	40	Accounts Receivable	1,000.00
Invoice	2/1/2015	483	Stewart Shorting #113->#116-519 B	Monthly rental fee	41	Accounts Receivable	1,000.00
Invoice	2/1/2015	510	Wilfred Ross #B27-519 B	Monthly rental fee	42	Accounts Receivable	2,000.00
Invoice	2/1/2015	EI016	William Hall & Ruby Schuman #102-519 B	Monthly rental fee	43	Accounts Receivable	1,000.00
							46,122.00
Invoice	3/1/2015	536	Albert Sinclair #323-519 Burnell	Monthly rental fee	1	Accounts Receivable	2,000.00
Invoice	3/1/2015	531	Alice Thompson #227-519 B	Monthly rental fee	2	Accounts Receivable	1,500.00
Invoice	3/1/2015	518	Alicia Anderson #123	Monthly rental fee	3	Accounts Receivable	2,000.00
Invoice	3/1/2015	EI020	Amber MacKay & Danielle Houle #105	Monthly rental fee	4	Accounts Receivable	1,000.00
Invoice	3/1/2015	526	Chantal Sumner #213 -> #215-519 B	Monthly rental fee	5	Accounts Receivable	0.00
Invoice	3/1/2015	529	Clayton Sinclair #316 -> #222	Monthly rental fee	6	Accounts Receivable	1,000.00
Invoice	3/1/2015	530	Clifford Ross #226-519 B	Monthly rental fee	7	Accounts Receivable	2,000.00
Invoice	3/1/2015	EI021	Crystal & Shaylene Genaille #205	Monthly rental fee	8	Accounts Receivable	1,000.00
Invoice	3/1/2015	523	Dale Edward Sumner #211-519 Burnell	Monthly rental fee	9	Accounts Receivable	2,000.00
Invoice	3/1/2015	527	Daniel Fontaine #217-519 Burnell	Monthly rental fee	10	Accounts Receivable	2,000.00
Invoice	3/1/2015	EI022	Darlene & Rocelyn Ross #321-> #B26	Monthly rental fee	11	Accounts Receivable	1,200.00
Invoice	3/1/2015	524	Don E. Traverse #214-519 B	Monthly rental fee	12	Accounts Receivable	1,195.00
Invoice	3/1/2015	514	Felicia Moar #322->#113-519 Burnell	Monthly rental fee	13	Accounts Receivable	1,000.00
Invoice	3/1/2015	525	Gabriel Nanacowop #215 -> #213-519 B	Monthly rental fee	14	Accounts Receivable	1,000.00
Invoice	3/1/2015	519	Gordon Ryle #116->#124-519 B	Monthly rental fee	15	Accounts Receivable	1,000.00
Invoice	3/1/2015	520	Janice Traverse #126-519 Burnell	Monthly rental fee	16	Accounts Receivable	1,000.00

519 Burnell
Transaction Detail By Account
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Type	Date	Num	Name	Memo	Split	Debit	Credit
Invoice	3/1/2015	534	Jasmine Klocko #224->#316-519 B	Monthly rental fee	17	Accounts Receivable	1,000.00
Invoice	3/1/2015	528	Jordan Beardy #219-519 Burnell	Monthly rental fee	18	Accounts Receivable	1,000.00
Invoice	3/1/2015	521	Julia Beardy #201-519 B	Monthly rental fee	19	Accounts Receivable	1,200.00
Invoice	3/1/2015	533	Justin Traverse #305	Monthly rental fee	20	Accounts Receivable	1,300.00
Invoice	3/1/2015	EI024	Liza Harper #101-519 B	Monthly rental fee	21	Accounts Receivable	1,000.00
Invoice	3/1/2015	EI023	Lorianne Loon & Shannon Keesickguayash	Monthly rental fee	22	Accounts Receivable	1,100.00
Invoice	3/1/2015	515	Lorna Sumner Traverse #115-519 B	Monthly rental fee	23	Accounts Receivable	2,000.00
Invoice	3/1/2015	537	Pearl Beardy #326-519 Burnell	Monthly rental fee	24	Accounts Receivable	1,515.00
Invoice	3/1/2015	535	Rene Bruce #319-519 Burnell	Monthly rental fee	25	Accounts Receivable	1,000.00
Invoice	3/1/2015	511	Ricardo Traverse #101-519 Burnell	Monthly rental fee	26	Accounts Receivable	1,405.00
Invoice	3/1/2015	532	Ricky Sinclair #301	Monthly rental fee	27	Accounts Receivable	2,000.00
Invoice	3/1/2015	517	Riley Beardy #119-519 Burnell	Monthly rental fee	28	Accounts Receivable	2,000.00
Invoice	3/1/2015	522	Shawna Sumner #203	Monthly rental fee	29	Accounts Receivable	1,000.00
Invoice	3/1/2015	513	Sherman Omera #103 -> #109-519 Burnell	Monthly rental fee	30	Accounts Receivable	1,515.00
Invoice	3/1/2015	512	Standley Bruce #309->#107-519 B	Monthly rental fee	31	Accounts Receivable	0.00
Invoice	3/1/2015	516	Stewart Shorting #113->#116-519 B	Monthly rental fee	32	Accounts Receivable	1,000.00
Invoice	3/1/2015	538	Wilfred Ross #B27-519 B	Monthly rental fee	33	Accounts Receivable	2,000.00
Invoice	3/1/2015	EI019	William Hall & Ruby Schuman #102-519 B	Monthly rental fee	34	Accounts Receivable	1,000.00
							43,930.00
Invoice	4/1/2015	558	Albert Sinclair #323-519 Burnell	Monthly rental fee	1	Accounts Receivable	2,000.00
Invoice	4/1/2015	545	Alicia Anderson #123	Monthly rental fee	2	Accounts Receivable	2,000.00
Invoice	4/1/2015	553	Clayton Sinclair #316 -> #222	Monthly rental fee	3	Accounts Receivable	1,000.00
Invoice	4/1/2015	554	Clifford Ross #226-519 B	Monthly rental fee	4	Accounts Receivable	2,000.00
Invoice	4/1/2015	549	Dale Edward Sumner #211-519 Burnell	Monthly rental fee	5	Accounts Receivable	2,000.00
Invoice	4/1/2015	552	Daniel Fontaine #217-519 Burnell	Monthly rental fee	6	Accounts Receivable	2,000.00
Invoice	4/1/2015	EI027	Darlene & Rocelyn Ross #321-> #B26	-MULTIPLE-	7	Accounts Receivable	1,200.00
Invoice	4/1/2015	550	Don E. Traverse #214-519 B	Monthly rental fee	8	Accounts Receivable	1,195.00
Invoice	4/1/2015	541	Felicia Moar #322->#113-519 Burnell	Monthly rental fee	9	Accounts Receivable	1,000.00
Invoice	4/1/2015	551	Gabriel Nanacowop #215 -> #213-519 B	Monthly rental fee	10	Accounts Receivable	1,000.00
Invoice	4/1/2015	561	Gavin Anderson #125-519 B	Monthly rental fee	11	Accounts Receivable	200.00
Invoice	4/1/2015	546	Gordon Ryle #116->#124-519 B	Monthly rental fee	12	Accounts Receivable	1,032.00
Invoice	4/1/2015	547	Julia Beardy #201-519 B	Monthly rental fee	13	Accounts Receivable	1,200.00
Invoice	4/1/2015	556	Justin Traverse #305	Monthly rental fee	14	Accounts Receivable	1,300.00
Invoice	4/1/2015	EI025	Liza Harper #101-519 B	Monthly rental fee	15	Accounts Receivable	1,000.00
Invoice	4/1/2015	EI027	Lorianne Loon & Shannon Keesickguayash	Monthly rental fee	16	Accounts Receivable	1,100.00
Invoice	4/1/2015	542	Lorna Sumner Traverse #115-519 B	Monthly rental fee	17	Accounts Receivable	2,000.00
Invoice	4/1/2015	559	Pearl Beardy #326-519 Burnell	Monthly rental fee	18	Accounts Receivable	1,515.00
Invoice	4/1/2015	557	Rene Bruce #319-519 Burnell	Monthly rental fee	19	Accounts Receivable	1,000.00
Invoice	4/1/2015	539	Ricardo Traverse #101-519 Burnell	Monthly rental fee	20	Accounts Receivable	1,405.00
Invoice	4/1/2015	555	Ricky Sinclair #301	Monthly rental fee	21	Accounts Receivable	2,000.00
Invoice	4/1/2015	544	Riley Beardy #119-519 Burnell	Monthly rental fee	22	Accounts Receivable	2,000.00
Invoice	4/1/2015	548	Shawna Sumner #203	Monthly rental fee	23	Accounts Receivable	1,000.00
Invoice	4/1/2015	540	Sherman Omera #103 -> #109-519 Burnell	Monthly rental fee	24	Accounts Receivable	1,515.00
Invoice	4/1/2015	543	Stewart Shorting #113->#116-519 B	Monthly rental fee	25	Accounts Receivable	1,000.00
Invoice	4/1/2015	560	Wilfred Ross #B27-519 B	Monthly rental fee	26	Accounts Receivable	2,000.00
Invoice	4/1/2015	EI026	William Hall & Ruby Schuman #102-519 B	Monthly rental fee	27	Accounts Receivable	1,000.00
Invoice	4/15/2015	EI034	Dawn & Dennis Pranteau #321	Monthly rental fee	28	Accounts Receivable	380.00
							38,042.00
Invoice	5/1/2015	582	Albert Sinclair #323-519 Burnell	Monthly rental fee	1	Accounts Receivable	2,000.00
Invoice	5/1/2015	568	Alicia Anderson #123	Monthly rental fee	2	Accounts Receivable	2,000.00
Invoice	5/1/2015	577	Clayton Sinclair #316 -> #222	Monthly rental fee	3	Accounts Receivable	1,000.00
Invoice	5/1/2015	578	Clifford Ross #226-519 B	Monthly rental fee	4	Accounts Receivable	2,000.00
Invoice	5/1/2015	573	Dale Edward Sumner #211-519 Burnell	Monthly rental fee	5	Accounts Receivable	2,000.00
Invoice	5/1/2015	576	Daniel Fontaine #217-519 Burnell	Monthly rental fee	6	Accounts Receivable	2,000.00
Invoice	5/1/2015	EI035	Dawn & Dennis Pranteau #321	Monthly rental fee	7	Accounts Receivable	1,000.00
Invoice	5/1/2015	574	Don E. Traverse #214-519 B	Monthly rental fee	8	Accounts Receivable	1,195.00
Invoice	5/1/2015	564	Felicia Moar #322->#113-519 Burnell	Monthly rental fee	9	Accounts Receivable	1,000.00
Invoice	5/1/2015	575	Gabriel Nanacowop #215 -> #213-519 B	Monthly rental fee	10	Accounts Receivable	1,000.00
Invoice	5/1/2015	570	Gavin Anderson #125-519 B	Monthly rental fee	11	Accounts Receivable	0.00
Invoice	5/1/2015	569	Gordon Ryle #116->#124-519 B	Monthly rental fee	12	Accounts Receivable	1,032.00
Invoice	5/1/2015	May/15	John Harper & Natalie Mamakeesick #307	Monthly rental fee	13	Accounts Receivable	1,000.00
Invoice	5/1/2015	571	Julia Beardy #201-519 B	Monthly rental fee	14	Accounts Receivable	1,200.00
Invoice	5/1/2015	580	Justin Traverse #305	Monthly rental fee	15	Accounts Receivable	1,300.00
Invoice	5/1/2015	EI031	Liza Harper #101-519 B	Monthly rental fee	16	Accounts Receivable	1,000.00
Invoice	5/1/2015	EI032	Lorianne Loon & Shannon Keesickguayash	Monthly rental fee	17	Accounts Receivable	1,100.00
Invoice	5/1/2015	565	Lorna Sumner Traverse #115-519 B	Monthly rental fee	18	Accounts Receivable	2,000.00
Invoice	5/1/2015	EI030	Morris Beardy & Justin Parisien #209	Monthly rental fee	19	Accounts Receivable	1,000.00
Invoice	5/1/2015	583	Pearl Beardy #326-519 Burnell	Monthly rental fee	20	Accounts Receivable	1,515.00
Invoice	5/1/2015	581	Rene Bruce #319-519 Burnell	Monthly rental fee	21	Accounts Receivable	1,000.00
Invoice	5/1/2015	562	Ricardo Traverse #101-519 Burnell	Monthly rental fee	22	Accounts Receivable	1,405.00
Invoice	5/1/2015	579	Ricky Sinclair #301	Monthly rental fee	23	Accounts Receivable	2,000.00
Invoice	5/1/2015	567	Riley Beardy #119-519 Burnell	Monthly rental fee	24	Accounts Receivable	2,000.00
Invoice	5/1/2015	572	Shawna Sumner #203	Monthly rental fee	25	Accounts Receivable	1,000.00
Invoice	5/1/2015	563	Sherman Omera #103 -> #109-519 Burnell	Monthly rental fee	26	Accounts Receivable	1,515.00
Invoice	5/1/2015	566	Stewart Shorting #113->#116-519 B	Monthly rental fee	27	Accounts Receivable	1,000.00
Invoice	5/1/2015	584	Wilfred Ross #B27-519 B	Monthly rental fee	28	Accounts Receivable	2,000.00
Invoice	5/1/2015	EI028	William Hall & Ruby Schuman #102-519 B	Monthly rental fee	29	Accounts Receivable	1,000.00
Invoice	5/14/2015	EI037	Justine R Beardy #107	Pro-rated May 14-31/15 rent	30	Accounts Receivable	268.83
							39,530.83

519 Burnell
Transaction Detail By Account
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Type	Date	Num	Name	Memo	Split	Debit	Credit
Invoice	6/1/2015	603	Albert Sinclair #323-519 Burnell	Monthly rental fee	1	Accounts Receivable	2,000.00
Invoice	6/1/2015	591	Alicia Anderson #123	Monthly rental fee	2	Accounts Receivable	2,000.00
Invoice	6/1/2015	599	Clayton Sinclair #316 -> #222	Monthly rental fee	3	Accounts Receivable	1,000.00
Invoice	6/1/2015	600	Clifford Ross #226-519 B	Monthly rental fee	4	Accounts Receivable	2,000.00
Invoice	6/1/2015	595	Dale Edward Sumner #211-519 Burnell	Monthly rental fee	5	Accounts Receivable	2,000.00
Invoice	6/1/2015	598	Daniel Fontaine #217-519 Burnell	Monthly rental fee	6	Accounts Receivable	2,000.00
Invoice	6/1/2015	EI040	Dawn & Dennis Pranteau #321	Monthly rental fee	7	Accounts Receivable	1,000.00
Invoice	6/1/2015	596	Don E. Traverse #214-519 B	Monthly rental fee	8	Accounts Receivable	1,195.00
Invoice	6/1/2015	587	Felicia Moar #322->#113-519 Burnell	Monthly rental fee	9	Accounts Receivable	1,000.00
Invoice	6/1/2015	597	Gabriel Nanacowop #215 -> #213-519 B	Monthly rental fee	10	Accounts Receivable	1,000.00
Invoice	6/1/2015	592	Gordon Ryle #116->#124-519 B	Monthly rental fee	11	Accounts Receivable	1,032.00
Invoice	6/1/2015	593	Julia Beardy #201-519 B	Monthly rental fee	12	Accounts Receivable	1,200.00
Invoice	6/1/2015	EI043	Justine R Beardy #107	Monthly rental fee	13	Accounts Receivable	1,200.00
Invoice	6/1/2015	EI039	Liza Harper #101-519 B	Monthly rental fee	14	Accounts Receivable	1,000.00
Invoice	6/1/2015	EI041	Lorianne Loon & Shannon Keesickguayash	Monthly rental fee	15	Accounts Receivable	1,100.00
Invoice	6/1/2015	588	Lorna Sumner Traverse #115-519 B	Monthly rental fee	16	Accounts Receivable	2,000.00
Invoice	6/1/2015	EI042	Morris Beardy & Justin Parisien #209	Monthly rental fee	17	Accounts Receivable	1,000.00
Invoice	6/1/2015	604	Pearl Beardy #326-519 Burnell	Monthly rental fee	18	Accounts Receivable	0.00
Invoice	6/1/2015	602	Rene Bruce #319-519 Burnell	Monthly rental fee	19	Accounts Receivable	1,000.00
Invoice	6/1/2015	585	Ricardo Traverse #101-519 Burnell	Monthly rental fee	20	Accounts Receivable	1,405.00
Invoice	6/1/2015	601	Ricky Sinclair #301	Monthly rental fee	21	Accounts Receivable	2,000.00
Invoice	6/1/2015	590	Riley Beardy #119-519 Burnell	Monthly rental fee	22	Accounts Receivable	2,000.00
Invoice	6/1/2015	594	Shawna Sumner #203	Monthly rental fee	23	Accounts Receivable	1,000.00
Invoice	6/1/2015	586	Sherman Omera #103 -> #109-519 Burnell	Monthly rental fee	24	Accounts Receivable	1,515.00
Invoice	6/1/2015	589	Stewart Shorting #113->#116-519 B	Monthly rental fee	25	Accounts Receivable	0.00
Invoice	6/1/2015	605	Wilfred Ross #B27-519 B	Monthly rental fee	26	Accounts Receivable	2,000.00
Invoice	6/1/2015	EI038	William Hall & Ruby Schuman #102-519 B	Monthly rental fee	27	Accounts Receivable	1,000.00
							35,647.00
Invoice	7/1/2015	624	Albert Sinclair #323-519 Burnell	Monthly rental fee	1	Accounts Receivable	2,000.00
Invoice	7/1/2015	611	Alicia Anderson #123	Monthly rental fee	2	Accounts Receivable	2,000.00
Invoice	7/1/2015	620	Clayton Sinclair #316 -> #222	Monthly rental fee	3	Accounts Receivable	1,000.00
Invoice	7/1/2015	621	Clifford Ross #226-519 B	Monthly rental fee	4	Accounts Receivable	2,000.00
Invoice	7/1/2015	616	Dale Edward Sumner #211-519 Burnell	Monthly rental fee	5	Accounts Receivable	2,000.00
Invoice	7/1/2015	619	Daniel Fontaine #217-519 Burnell	Monthly rental fee	6	Accounts Receivable	2,000.00
Invoice	7/1/2015	EI048	Dawn & Dennis Pranteau #321	Monthly rental fee	7	Accounts Receivable	1,000.00
Invoice	7/1/2015	617	Don E. Traverse #214-519 B	Monthly rental fee	8	Accounts Receivable	1,195.00
Invoice	7/1/2015	607	Felicia Moar #322->#113-519 Burnell	Monthly rental fee	9	Accounts Receivable	0.00
Invoice	7/1/2015	618	Gabriel Nanacowop #215 -> #213-519 B	Monthly rental fee	10	Accounts Receivable	1,000.00
Invoice	7/1/2015	612	Gordon Ryle #116->#124-519 B	Monthly rental fee	11	Accounts Receivable	1,032.00
Invoice	7/1/2015	613	Julia Beardy #201-519 B	Monthly rental fee	12	Accounts Receivable	1,200.00
Invoice	7/1/2015	EI047	Justine R Beardy #107	Monthly rental fee	13	Accounts Receivable	1,200.00
Invoice	7/1/2015	EI051	Kathy Cook #117	Monthly rental fee	14	Accounts Receivable	800.00
Invoice	7/1/2015	EI052	Linda Kork #306	Monthly rental fee	15	Accounts Receivable	500.00
Invoice	7/1/2015	EI045	Liza Harper #101-519 B	Monthly rental fee	16	Accounts Receivable	1,000.00
Invoice	7/1/2015	EI049	Lorianne Loon & Shannon Keesickguayash	Monthly rental fee	17	Accounts Receivable	1,100.00
Invoice	7/1/2015	608	Lorna Sumner Traverse #115-519 B	Monthly rental fee	18	Accounts Receivable	2,000.00
Invoice	7/1/2015	623	Rene Bruce #319-519 Burnell	Monthly rental fee	19	Accounts Receivable	0.00
Invoice	7/1/2015	615	Ricardo Traverse #101-519 Burnell	Monthly rental fee	20	Accounts Receivable	1,405.00
Invoice	7/1/2015	622	Ricky Sinclair #301	Monthly rental fee	21	Accounts Receivable	2,000.00
Invoice	7/1/2015	610	Riley Beardy #119-519 Burnell	Monthly rental fee	22	Accounts Receivable	2,000.00
Invoice	7/1/2015	614	Shawna Sumner #203	Monthly rental fee	23	Accounts Receivable	1,000.00
Invoice	7/1/2015	606	Sherman Omera #103 -> #109-519 Burnell	Monthly rental fee	24	Accounts Receivable	1,515.00
Invoice	7/1/2015	625	Wilfred Ross #B27-519 B	Monthly rental fee	25	Accounts Receivable	2,000.00
Invoice	7/1/2015	EI046	William Hall & Ruby Schuman #102-519 B	Monthly rental fee	26	Accounts Receivable	1,000.00
							33,947.00
Invoice	8/1/2015	641	Albert Sinclair #323-519 Burnell	Monthly rental fee	1	Accounts Receivable	2,000.00
Invoice	8/1/2015	629	Alicia Anderson #123	Monthly rental fee	2	Accounts Receivable	2,000.00
Invoice	8/1/2015	638	Clayton Sinclair #316 -> #222	Monthly rental fee	3	Accounts Receivable	1,000.00
Invoice	8/1/2015	639	Clifford Ross #226-519 B	Monthly rental fee	4	Accounts Receivable	2,000.00
Invoice	8/1/2015	634	Dale Edward Sumner #211-519 Burnell	Monthly rental fee	5	Accounts Receivable	2,000.00
Invoice	8/1/2015	637	Daniel Fontaine #217-519 Burnell	Monthly rental fee	6	Accounts Receivable	2,000.00
Invoice	8/1/2015	635	Don E. Traverse #214-519 B	Monthly rental fee	7	Accounts Receivable	1,195.00
Invoice	8/1/2015	636	Gabriel Nanacowop #215 -> #213-519 B	Monthly rental fee	8	Accounts Receivable	1,000.00
Invoice	8/1/2015	630	Gordon Ryle #116->#124-519 B	Monthly rental fee	9	Accounts Receivable	1,032.00
Invoice	8/1/2015	EI057	Jacqueline Woodhouse #227	Monthly rental fee	10	Accounts Receivable	800.00
Invoice	8/1/2015	631	Julia Beardy #201-519 B	Monthly rental fee	11	Accounts Receivable	1,200.00
Invoice	8/1/2015	EI060	Justine R Beardy #107	Monthly rental fee	12	Accounts Receivable	1,200.00
Invoice	8/1/2015	EI056	Kathy Cook #117	Monthly rental fee	13	Accounts Receivable	800.00
Invoice	8/1/2015	EI058	Linda Kork #306	Monthly rental fee	14	Accounts Receivable	500.00
Invoice	8/1/2015	EI055	Liza Harper #101-519 B	Monthly rental fee	15	Accounts Receivable	1,000.00
Invoice	8/1/2015	EI059	Lorianne Loon & Shannon Keesickguayash	Monthly rental fee	16	Accounts Receivable	1,100.00
Invoice	8/1/2015	627	Lorna Sumner Traverse #115-519 B	Monthly rental fee	17	Accounts Receivable	2,000.00
Invoice	8/1/2015	633	Ricardo Traverse #101-519 Burnell	Monthly rental fee	18	Accounts Receivable	1,405.00
Invoice	8/1/2015	640	Ricky Sinclair #301	Monthly rental fee	19	Accounts Receivable	2,000.00
Invoice	8/1/2015	628	Riley Beardy #119-519 Burnell	Monthly rental fee	20	Accounts Receivable	2,000.00
Invoice	8/1/2015	632	Shawna Sumner #203	Monthly rental fee	21	Accounts Receivable	1,000.00
Invoice	8/1/2015	626	Sherman Omera #103 -> #109-519 Burnell	Monthly rental fee	22	Accounts Receivable	1,515.00
Invoice	8/1/2015	642	Wilfred Ross #B27-519 B	Monthly rental fee	23	Accounts Receivable	2,000.00

519 Burnell
Transaction Detail By Account
December 1, 2014 through October 16, 2015

Type	Date	Num	Name	Memo	Split	Debit	Credit
Invoice	8/1/2015	EI054	William Hall & Ruby Schuman #102-519 B	Monthly rental fee	24	Accounts Receivable	1,000.00
Invoice	8/15/2015	EI068	Crystal Kipling #305	Aug 15-31/15	25	Accounts Receivable	302.50
							34,049.50
Invoice	9/1/2015	658	Albert Sinclair #323-519 Burnell	Monthly rental fee	1	Accounts Receivable	2,000.00
Invoice	9/1/2015	646	Alicia Anderson #123	Monthly rental fee	2	Accounts Receivable	2,000.00
Invoice	9/1/2015	655	Clayton Sinclair #316 -> #222	Monthly rental fee	3	Accounts Receivable	1,000.00
Invoice	9/1/2015	656	Clifford Ross #226-519 B	Monthly rental fee	4	Accounts Receivable	2,000.00
Invoice	9/1/2015	EI069	Crystal Kipling #305	Monthly rental fee	5	Accounts Receivable	800.00
Invoice	9/1/2015	651	Dale Edward Sumner #211-519 Burnell	Monthly rental fee	6	Accounts Receivable	2,000.00
Invoice	9/1/2015	654	Daniel Fontaine #217-519 Burnell	Monthly rental fee	7	Accounts Receivable	2,000.00
Invoice	9/1/2015	652	Don E. Traverse #214-519 B	Monthly rental fee	8	Accounts Receivable	1,195.00
Invoice	9/1/2015	653	Gabriel Nanacowop #215 -> #213-519 B	Monthly rental fee	9	Accounts Receivable	1,000.00
Invoice	9/1/2015	647	Gordon Ryle #116->#124-519 B	Monthly rental fee	10	Accounts Receivable	1,032.00
Invoice	9/1/2015	EI065	Jacqueline Woodhouse #227	Monthly rental fee	11	Accounts Receivable	800.00
Invoice	9/1/2015	648	Julia Beardy #201-519 B	Monthly rental fee	12	Accounts Receivable	1,200.00
Invoice	9/1/2015	EI071	Justin Shorting #219	Monthly rental fee	13	Accounts Receivable	500.00
Invoice	9/1/2015	EI063	Justine R Beardy #107	Monthly rental fee	14	Accounts Receivable	1,200.00
Invoice	9/1/2015	EI064	Kathy Cook #117	Monthly rental fee	15	Accounts Receivable	800.00
Invoice	9/1/2015	EI066	Linda Kork #306	Monthly rental fee	16	Accounts Receivable	500.00
Invoice	9/1/2015	EI061	Liza Harper #101-519 B	Monthly rental fee	17	Accounts Receivable	1,000.00
Invoice	9/1/2015	EI067	Lorianne Loon & Shannon Keesickguayash	Monthly rental fee	18	Accounts Receivable	1,100.00
Invoice	9/1/2015	644	Lorna Sumner Traverse #115-519 B	Monthly rental fee	19	Accounts Receivable	2,000.00
Invoice	9/1/2015	650	Ricardo Traverse #101-519 Burnell	Monthly rental fee	20	Accounts Receivable	1,405.00
Invoice	9/1/2015	657	Ricky Sinclair #301	Monthly rental fee	21	Accounts Receivable	2,000.00
Invoice	9/1/2015	645	Riley Beardy #119-519 Burnell	Monthly rental fee	22	Accounts Receivable	2,000.00
Invoice	9/1/2015	649	Shawna Sumner #203	Monthly rental fee	23	Accounts Receivable	1,000.00
Invoice	9/1/2015	643	Sherman Omera #103 -> #109-519 Burnell	Monthly rental fee	24	Accounts Receivable	1,515.00
Invoice	9/1/2015	659	Wilfred Ross #B27-519 B	Monthly rental fee	25	Accounts Receivable	2,000.00
Invoice	9/1/2015	EI062	William Hall & Ruby Schuman #102-519 B	Monthly rental fee	26	Accounts Receivable	1,000.00
							35,047.00
Invoice	10/1/2015	705	Albert Sinclair #323-519 Burnell	Monthly rental fee	1	Accounts Receivable	2,000.00
Invoice	10/1/2015	663	Alicia Anderson #123	Monthly rental fee	2	Accounts Receivable	0.00
Invoice	10/1/2015	EI081	Christina Beardy & Connie Parenteau # 223	Monthly rental fee	3	Accounts Receivable	1,000.00
Invoice	10/1/2015	702	Clayton Sinclair #316 -> #222	Monthly rental fee	4	Accounts Receivable	1,000.00
Invoice	10/1/2015	703	Clifford Ross #226-519 B	Monthly rental fee	5	Accounts Receivable	2,000.00
Invoice	10/1/2015	EI078	Crystal Kipling #305	Monthly rental fee	6	Accounts Receivable	800.00
Invoice	10/1/2015	668	Dale Edward Sumner #211-519 Burnell	Monthly rental fee	7	Accounts Receivable	2,000.00
Invoice	10/1/2015	701	Daniel Fontaine #217-519 Burnell	Monthly rental fee	8	Accounts Receivable	2,000.00
Invoice	10/1/2015	669	Don E. Traverse #214-519 B	Monthly rental fee	9	Accounts Receivable	1,195.00
Invoice	10/1/2015	670	Gabriel Nanacowop #215 -> #213-519 B	Monthly rental fee	10	Accounts Receivable	1,000.00
Invoice	10/1/2015	700	Gabriel Nanacowop #215 -> #213-519 B	Monthly rental fee	11	Accounts Receivable	1,000.00
Invoice	10/1/2015	664	Gordon Ryle #116->#124-519 B	Monthly rental fee	12	Accounts Receivable	1,032.00
Invoice	10/1/2015	EI077	Jacqueline Woodhouse #227	Monthly rental fee	13	Accounts Receivable	800.00
Invoice	10/1/2015	665	Julia Beardy #201-519 B	Monthly rental fee	14	Accounts Receivable	0.00
Invoice	10/1/2015	EI076	Justin Shorting #219	Monthly rental fee	15	Accounts Receivable	500.00
Invoice	10/1/2015	EI074	Justine R Beardy #107	Monthly rental fee	16	Accounts Receivable	1,200.00
Invoice	10/1/2015	EI075	Kathy Cook #117	Monthly rental fee	17	Accounts Receivable	800.00
Invoice	10/1/2015	EI080	Linda Kork #306	Monthly rental fee	18	Accounts Receivable	500.00
Invoice	10/1/2015	EI072	Liza Harper #101-519 B	Monthly rental fee	19	Accounts Receivable	1,000.00
Invoice	10/1/2015	EI079	Lorianne Loon & Shannon Keesickguayash	Monthly rental fee	20	Accounts Receivable	1,100.00
Invoice	10/1/2015	661	Lorna Sumner Traverse #115-519 B	Monthly rental fee	21	Accounts Receivable	2,000.00
Invoice	10/1/2015	667	Ricardo Traverse #101-519 Burnell	Monthly rental fee	22	Accounts Receivable	1,405.00
Invoice	10/1/2015	704	Ricky Sinclair #301	Monthly rental fee	23	Accounts Receivable	2,000.00
Invoice	10/1/2015	662	Riley Beardy #119-519 Burnell	Monthly rental fee	24	Accounts Receivable	2,000.00
Invoice	10/1/2015	666	Shawna Sumner #203	Monthly rental fee	25	Accounts Receivable	1,000.00
Invoice	10/1/2015	660	Sherman Omera #103 -> #109-519 Burnell	Monthly rental fee	26	Accounts Receivable	1,515.00
Invoice	10/1/2015	706	Wilfred Ross #B27-519 B	Monthly rental fee	27	Accounts Receivable	2,000.00
Invoice	10/1/2015	EI073	William Hall & Ruby Schuman #102-519 B	Monthly rental fee	28	Accounts Receivable	1,000.00
							33,847.00

519 Burnell Transaction Detail By Account

November 2014

Type	Date	Num	Adj	Name
Rent revenue				
Invoice	11/1/2014	318		Ricardo Traverse #101-519 Burnell
Invoice	11/1/2014	319		Christina Moar #103-519 B
Invoice	11/1/2014	320		Billy Sinclair #104-519 Burnell
Invoice	11/1/2014	321		Erin Anderson #105-519B
Invoice	11/1/2014	322		Jonathan Lacquette #B25 -> #106-519 B
Invoice	11/1/2014	323		Victoria Bau #107
Invoice	11/1/2014	324		Sherman Omera #103 -> #109-519 Burnell
Invoice	11/1/2014	325		Joey Peeble #111-519 Burnell
Invoice	11/1/2014	326		Stewart Shorting #113->#116-519 B
Invoice	11/1/2014	327		Lorna Sumner Traverse #115-519 B
Invoice	11/1/2014	328		Michael McDonald #116-519 Burnell
Invoice	11/1/2014	329		Stephanie Beardy #117-519 B
Invoice	11/1/2014	330		Riley Beardy #119-519 Burnell
Invoice	11/1/2014	331		Hector Beardy #122-519 B
Invoice	11/1/2014	332		Alicia Anderson #123
Invoice	11/1/2014	333		Gordon Ryle #116->#124-519 B
Invoice	11/1/2014	334		Gavin Anderson #125-519 B
Invoice	11/1/2014	335		Eileen Anderson #127-519 Burnell
Invoice	11/1/2014	336		Julia Beardy #201-519 B
Invoice	11/1/2014	337		Evan Hart #202-519 B
Invoice	11/1/2014	338		Shawna Sumner #203
Invoice	11/1/2014	339		Dean & Rhoda Traverse #205-519 Burnell
Invoice	11/1/2014	340		Cecily Beardy #207
Invoice	11/1/2014	341		Marla Shorting #209-519 B
Invoice	11/1/2014	342		Dale Edward Sumner #211-519 Burnell
Invoice	11/1/2014	343		Gabriel Nanacowop #215 -> #213-519 B
Invoice	11/1/2014	344		Don E. Traverse #214-519 B
Invoice	11/1/2014	345		Chantal Sumner #213 -> #215-519 B
Invoice	11/1/2014	346		Don Traverse #206->#216-519 B
Invoice	11/1/2014	347		Daniel Fontaine #217-519 Burnell
Invoice	11/1/2014	348		Jordan Beardy #219-519 Burnell
Invoice	11/1/2014	349		Bernice McKenzie #221
Invoice	11/1/2014	350		Clarence Ross #222
Invoice	11/1/2014	351		Leah Sumner & Clarence Shorting #221-519 B
Invoice	11/1/2014	352		Rheanna Deafie #224-519 Burnell
Invoice	11/1/2014	353		Joseph Traverse #225
Invoice	11/1/2014	354		Clifford Ross #226-519 B
Invoice	11/1/2014	355		Alice Thompson #227-519 B
Invoice	11/1/2014	356		Ricky Sinclair #301
Invoice	11/1/2014	357		Justin Traverse #305
Invoice	11/1/2014	358		Standley Bruce #309->#107-519 B
Invoice	11/1/2014	359		Mildred Sinclair #311-519 B
Invoice	11/1/2014	360		Robin Glen Bruce #314-519 B
Invoice	11/1/2014	361		Derek Spence #317-519 B

519 Burnell
Transaction Detail By Account

November 2014

Type	Date	Num	Adj	Name
Invoice	11/1/2014	362		Rene Bruce #319-519 Burnell
Invoice	11/1/2014	363		Felicia Moar #322->#113-519 Burnell
Invoice	11/1/2014	364		Albert Sinclair #323-519 Burnell
Invoice	11/1/2014	365		Nicholas Richard #325-519 Burnell
Invoice	11/1/2014	366		Pearl Beardy #326-519 Burnell
Invoice	11/1/2014	367		Camelia Thompson #327-519 B
Invoice	11/1/2014	368		Oliver Okemow #B25-519 B
Invoice	11/1/2014	369		Holly Sumner #B26-519 B
Invoice	11/1/2014	370		Wilfred Ross #B27-519 B
Invoice	11/1/2014	EI005		William Hall & Ruby Schuman #102-519 B
Invoice	11/1/2014	EI006		Darlene & Rocelyn Ross #321-> #B26
Invoice	11/1/2014	333-1		Gordon Ryle #116->#124-519 B
Invoice	11/1/2014	321-1		Erin Anderson #105-519B
Invoice	11/1/2014	323-1		Victoria Bau #107
Invoice	11/6/2014	372		Clayton Sinclair #316 -> #222
Invoice	11/6/2014	373		Jasmine Klocko #224->#316-519 B
Invoice	11/15/2014	427-1		Janice Traverse #126-519 Burnell

Total Rent revenue

TOTAL

519 Burnell
Transaction Detail By Account
November 2014

	Memo	Clr	Split	Debit	Credit	Balance
Rent revenue						
	Monthly rental fee	Accounts Receivable		1,405.00	1,405.00	
	Monthly rental fee	Accounts Receivable		1,300.00	2,705.00	
	Monthly rental fee	Accounts Receivable		1,495.00	4,200.00	
	Monthly rental fee	Accounts Receivable		1,000.00	5,200.00	
	Monthly rental fee	Accounts Receivable		1,000.00	6,200.00	
	Monthly rental fee	Accounts Receivable		1,100.00	7,300.00	
	Monthly rental fee	Accounts Receivable		1,515.00	8,815.00	
	Monthly rental fee	Accounts Receivable		1,000.00	9,815.00	
	Monthly rental fee	Accounts Receivable		1,000.00	10,815.00	
	Monthly rental fee	Accounts Receivable		2,000.00	12,815.00	
	Monthly rental fee	Accounts Receivable		1,000.00	13,815.00	
	Monthly rental fee	Accounts Receivable		1,500.00	15,315.00	
	Monthly rental fee	Accounts Receivable		2,000.00	17,315.00	
	Monthly rental fee	Accounts Receivable		1,000.00	18,315.00	
	Monthly rental fee	Accounts Receivable		2,000.00	20,315.00	
	Monthly rental fee	Accounts Receivable		1,000.00	21,315.00	
	Monthly rental fee	Accounts Receivable		1,000.00	22,315.00	
	Monthly rental fee	Accounts Receivable		1,315.00	23,630.00	
	Monthly rental fee	Accounts Receivable		1,200.00	24,830.00	
	Monthly rental fee	Accounts Receivable		1,000.00	25,830.00	
	Monthly rental fee	Accounts Receivable		1,000.00	26,830.00	
	Monthly rental fee	Accounts Receivable		1,000.00	27,830.00	
	Monthly rental fee	Accounts Receivable		1,845.00	29,675.00	
	Monthly rental fee	Accounts Receivable		1,000.00	30,675.00	
	Monthly rental fee	Accounts Receivable		2,000.00	32,675.00	
	Monthly rental fee	Accounts Receivable		1,000.00	33,675.00	
	Monthly rental fee	Accounts Receivable		1,195.00	34,870.00	
	Monthly rental fee	Accounts Receivable		1,000.00	35,870.00	
	Monthly rental fee	Accounts Receivable		1,000.00	36,870.00	
	Monthly rental fee	Accounts Receivable		2,000.00	38,870.00	
	Monthly rental fee	Accounts Receivable		1,000.00	39,870.00	
	Monthly rental fee	Accounts Receivable		1,351.00	41,221.00	
	Monthly rental fee	Accounts Receivable		1,000.00	42,221.00	
	Monthly rental fee	✓ Accounts Receivable	0.00		42,221.00	
	Monthly rental fee	Accounts Receivable		1,000.00	43,221.00	
	Monthly rental fee	Accounts Receivable		2,000.00	45,221.00	
	Monthly rental fee	Accounts Receivable		2,000.00	47,221.00	
	Monthly rental fee	Accounts Receivable		1,500.00	48,721.00	
	Monthly rental fee	Accounts Receivable		2,000.00	50,721.00	
	Monthly rental fee	Accounts Receivable		1,300.00	52,021.00	
	Monthly rental fee	Accounts Receivable		1,000.00	53,021.00	
	Monthly rental fee	Accounts Receivable		1,000.00	54,021.00	
	Monthly rental fee	Accounts Receivable		1,000.00	55,021.00	
	Monthly rental fee	Accounts Receivable		1,000.00	56,021.00	

519 Burnell
Transaction Detail By Account
November 2014

Memo	Clr	Split	Debit	Credit	Balance
Monthly rental fee	Accounts Receivable			1,000.00	57,021.00
Monthly rental fee	Accounts Receivable			1,000.00	58,021.00
Monthly rental fee	Accounts Receivable			2,000.00	60,021.00
Monthly rental fee	Accounts Receivable			2,000.00	62,021.00
Monthly rental fee	Accounts Receivable			1,515.00	63,536.00
Monthly rental fee	Accounts Receivable			1,300.00	64,836.00
Monthly rental fee	Accounts Receivable			1,000.00	65,836.00
Monthly rental fee	Accounts Receivable			1,515.00	67,351.00
Monthly rental fee	Accounts Receivable			2,000.00	69,351.00
Monthly rental fee \$1,500.00, discount \$500.00	Accounts Receivable			1,000.00	70,351.00
-MULTIPLE-	Accounts Receivable			1,200.00	71,551.00
Monthly rental fee (tenant pays)	Accounts Receivable			515.00	72,066.00
Monthly rental fee	Accounts Receivable			300.00	72,366.00
Tenant portion	Accounts Receivable			200.00	72,566.00
Monthly rental fee	Accounts Receivable			1,000.00	73,566.00
Monthly rental fee	Accounts Receivable			1,000.00	74,566.00
Nov 15-30/14 rent	Accounts Receivable			500.00	75,066.00
Total Rent revenue			0.00	75,066.00	75,066.00
TOTAL			0.00	75,066.00	75,066.00

Month	# of Tenants	Rent Collected
November 2014	61	\$ 75,066.00
December	58	\$ 65,300.00
January 2015	51	\$ 49,254.00
February	43	\$ 46,122.00
March	34	\$ 43,930.00
April	28	\$ 38,042.00
May	30	\$ 39,530.83
June	27	\$ 35,647.00
July	26	\$ 33,947.00
August	25	\$ 34,049.50
September	26	\$ 35,047.00
October	28	\$ 33,847.00

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10/21/15

519 Burnell
A/R Aging Summary
As of October 21, 2015

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
2012 T2 adj	0.00	0.00	0.00	0.00	0.00	0.00
2014 short year-end adj	0.00	0.00	0.00	0.00	1,250.00	1,250.00
Amber MacKay & Danielle Houle #105	0.00	0.00	0.00	0.00	3,000.00	3,000.00
Clifford Ross #226-519 B	0.00	0.00	0.00	0.00	-0.12	-0.12
Dale Edward Sumner #211-519 Burnell	0.00	0.00	0.00	0.00	22.44	22.44
Darlene & Rocelyn Ross #321-> #B26	0.00	0.00	0.00	0.00	4,000.00	4,000.00
Dawn & Dennis Pranteau #321	0.00	0.00	0.00	0.00	600.00	600.00
Don E. Traverse #214-519 B	0.00	0.00	0.00	0.00	142.64	142.64
Erin Anderson #105-519B	0.00	0.00	0.00	0.00	1,500.00	1,500.00
Gabriel Nanacowop #215 -> #213-519 B	0.00	1,000.00	0.00	0.00	0.00	1,000.00
Gordon Ryle #116->#124-519 B	0.00	0.00	0.00	0.00	4,220.00	4,220.00
Justin Traverse #305	0.00	0.00	0.00	0.00	26.56	26.56
Lorianne Loon & Shannon Keesickguayash	0.00	1,000.00	0.00	0.00	74.96	1,074.96
Morris Beardy & Justin Parisien #209	0.00	0.00	0.00	0.00	500.00	500.00
Pitblado Law	0.00	0.00	0.00	0.00	0.00	0.00
Raymond Marsden #221	0.00	0.00	0.00	0.00	0.00	0.00
Riley Beardy #119-519 Burnell	0.00	0.00	0.00	0.00	-0.27	-0.27
Sale adj	0.00	0.00	0.00	0.00	-21,354.55	-21,354.55
Shawna Sumner #203	0.00	0.00	0.00	0.00	-0.05	-0.05
Sherman Omera #103 -> #109-519 Burnell	0.00	0.00	0.00	0.00	250.00	250.00
Stefanyshyn Law Office	0.00	0.00	0.00	0.00	0.00	0.00
Victoria Bau #107	0.00	0.00	0.00	0.00	1,000.00	1,000.00
William Hall & Ruby Schuman #102-519 B	0.00	300.00	300.00	300.00	3,700.00	4,600.00
TOTAL	0.00	2,300.00	300.00	300.00	-1,068.39	1,831.61

APPENDIX 7

Rent Roll

519 BURNELL STREET

NOVEMBER 2014 RENT ROLL

R3G 283

Tenant name	Unit	#Beds	Unit rent	Move In	Damage deposit	Notes
Richardo Traverse	101	1	\$ 2,000.00	May 12/14 bill June 1/14	\$ 500.00	
Ruby & William Schuman	102	1	\$ 1,500.00	Sep 1/14	\$ 400.00	
Christina Moar	103	1	\$ 2,000.00	Aug 15/14	\$ 650.00	
Billy Sinclair	104	1	\$ 2,000.00	Aug 1/14		
Erin Anderson	105	2	\$ 1,300.00	July 1/14	\$ 650.00	
Savannah Berens	106	1	\$ 2,000.00	Jun 19/14 bill Jun 19/14	\$ 500.00	
Victoria Bau	107	2	\$ 1,300.00	July 1/14	\$ 650.00	
Sherman Omera	109	1	\$ 2,000.00	June 1/14	\$ 250.00	
Joey Peebles	111	1	\$ 2,000.00	Apr 23/14	\$ 500.00	
Stewart Shorting	113	1	\$ 1,000.00	Sep 1/14	\$ 500.00	
Office	114	1				
Lorna Summer Traverse	115	1	\$ 2,000.00	Feb 17/14	\$ 250.00	
Michael McDonald	116	1	\$ 2,000.00	May 1/12	\$ 500.00	
Megan Spence	117	1	\$ 1,500.00	Sep 1/14		
Riley Beardy	119	1	\$ 2,000.00	Mar 14/14	\$ 250.00	
Ryan Peters - Caretaker	121	2	\$ 2,000.00			
Samuel Ross	122	1	\$ 2,000.00	Feb 17/14	\$ 250.00	
Alicia Anderson	123	2	\$ 2,000.00	Jan 15/14	\$ 250.00	
Gordon Ryle	124	1	\$ 2,000.00	Mar 15/14	\$ 250.00	
Gavin Anderson	125	1	\$ 2,000.00	Apr 25/14	\$ 500.00	
Janice Traverse	126	2	\$ 2,000.00	May 12/14 bill June 1/14	\$ 500.00	
Eileen Anderson	127	2	\$ 1,315.00	Mar 31/14	\$ 250.00	
Julia Beardy	201	1	\$ 2,000.00	Aug 1/14	\$ 500.00	
Evan Hart	202	1	\$ 2,000.00	Aug 1/14	\$ 500.00	
Shawna Sumner	203	1	\$ 1,000.00	July 1/14	\$ 500.00	
	204	1				

CERTIFIED TRUE

Nov 3 / 2014

Tenant name	Unit	#Beds	Unit rent	Move in	Damage deposit	Notes
Dean & Rhonda Traverse	205	2	\$ 2,000.00	Jun 1/14	\$ 500.00	
Terrance Sinclair	206	1	\$ 2,000.00	Jul 1/14		
Cecily Beardy	207	2	\$ 1,845.00	Jun 17/14 bill Jul 1/14	\$ 250.00	
Marla Shorting	209	1	\$ 2,000.00	Aug 1/14	\$ 500.00	
Dale Edward Sumner	211	1	\$ 2,000.00	Feb 20/14	\$ 250.00	
Chantal Sumner	213	1	\$ 2,000.00	Sep 1/14	\$ 500.00	
Jared McKay	214	1	\$ 2,000.00	Jun 16/14 bill Jul 1/14	\$ -	
Gabriel Nanacowop	215	1	\$ 2,000.00	Aug 15/14	\$ 500.00	
Don Traverse	216	1	\$ 2,000.00	May 20/14	\$ 500.00	
Daniel Fontaine	217	1	\$ 2,000.00	Feb 12/14	\$ 250.00	
Jordan Beardy	219	1	\$ 2,000.00	Aug 1/14	\$ 500.00	
Clarence Shorting & Lena Sumner	221	2	\$ 2,000.00	Feb 28/14	\$ 250.00	
Clarence Ross	222	1	\$ 2,000.00	July 1/14	\$ 500.00	
Diane Traverse	223	2	\$ 2,000.00	Jan 15/14	\$ 250.00	
Rheanna Deafie	224	1	\$ 1,000.00	May 12/14 bill June 1/14	\$ 500.00	
Joseph Traverse	225	1	\$ 2,000.00	Feb 15/14	\$ 250.00	
Clifford Ross	226	2	\$ 2,000.00	Feb 17/14	\$ 250.00	
Alice Thompson	227	2	\$ 1,500.00	Jun 25 /14 bill Aug 1/14	\$ 250.00	
Ricky Sinclair	301	1	\$ 2,000.00	Jan 15/14	\$ 250.00	
William & Elsie Roulette	302	1	\$ 2,000.00	Jul 10 /14 Bill Aug 1/14		
Hoke Traverse	303	1	\$ 2,000.00	Jul 14 /14 Bill Aug 1/14		
Chris Moody	304	1	\$ 2,000.00	Sep 1/14		
Justin Traverse	305	2	\$ 2,000.00	Sep 1/14	\$ 650.00	
Linda Kork	306	1	\$ 2,000.00	Jul 14 /14 Bill Aug 1/14		
Elizabeth Bighity	307	2	\$ 3,000.00			
Standley Bruce	309	1	\$ 2,000.00	Sep 1/14	\$ 500.00	

CERTIFIED TRUE

NOV 3 / 2014

Tenant name	Unit	#Beds	Unit rent	Move-In	Damage deposit	Notes
Sam Marrsden	311	1	\$ 2,000.00	Sep 1/14	\$ 500.00	
Mildred Sinclair	313	1	\$ 2,000.00	Oct 1/14	\$ 500.00	
Robin Glen Bruce	314	1	\$ 2,000.00	Sep 1/14	\$ 500.00	
Stephanie Beardy	315	1	\$ 2,000.00	Sep 1/14		
Derek Spence	316	1	\$ 2,000.00	Oct 1/14	\$ 500.00	
Jordan Sumner	317	1	\$ 2,000.00	Sep 1/14	\$ 500.00	
Rene Bruce	319	1	\$ 2,000.00	May 1/14	\$ 500.00	
Darlene Ross	321	2	\$ 2,000.00	Jul 7 /14 Bill Aug 1/14		
Felicia Moar	322	1	\$ 2,000.00	Jul 16 /14 Bill Aug 1/14	\$ 500.00	
Albert Sinclair	323	2	\$ 2,000.00	April 1/14	\$ 250.00	
Nadine Richard	324	1	\$ 2,000.00	Jul 10 /14 Bill Aug 1/14		
Nicholas Richard	325	1	\$ 2,000.00	Feb 28/14	\$ 250.00	
Pearl Beardy	326	2	\$ 1,515.00	Aug 1/14	\$ 757.50	
Camelia Thompson	327	1	\$ 1,300.00	Sep 1/14	\$ 650.00	

OKED PRO MGR

Nov 3 / 2014



Tenant name	Unit	#Beds	Unit rent	Move In	Damage deposit	Notes
Alex & Florence Ryle	B1	1	\$ 2,000.00	Sep 15/14	\$ 250.00	
Ron Larount	B4	1	\$ 2,000.00	Oct 20/14		
Bernice McKenzie	B5	2	\$ 2,000.00	Nov 1/14		
Michael Ross	B6	1	\$ 2,000.00	Nov 1/14		
Kelly Beardy	B7	1	\$ 2,000.00	Nov 1/14		
Rebecca Sinclair	B9	1	\$ 2,000.00	Nov 1/14		
Holly Traverse	B11	1	\$ 2,000.00	Nov 1/14		
Jeremy Knight	B13	1	Security			
Steve Dunn	B14	1	\$ 2,000.00	Sep 1/14		
Justin Pariseau	B15	1	\$ 2,000.00	Oct 1/14		
Felice Mariani	B16	1	\$ 2,000.00	Oct 1/14		
Danial Anderson	B17	1	\$ 2,000.00	Nov 1/14		
Michael Dano	B19	1	\$ 2,000.00	Nov 1/14		
Crystal Beardy	B21	1	\$ 2,000.00	Nov 1/14		
Mason Smith	B22	1	\$ 2,000.00	Nov 1/14		
Jocelyn & Darlene Ross	B23	2	\$ 1,200.00	Aug 1/14	\$ 600.00	
Jared McKay	B24	1	\$ 2,000.00	Nov 1/14		
Jonathan Jacquette	B25	1	\$ 2,000.00	Sep 1/14	\$ 500.00	
Holly Sumner	B26	1	\$ 2,000.00	Sep 1/14	\$ 757.50	
Wilfred Ross	B27	2	\$ 2,000.00	Sep 1/14	\$ 250.00	
Grand total			\$ 45,200.00		\$ 24,265.00	

CERTIFIED TRUE

Nov 8 / 2014


APPENDIX 8

From: Russ Knight <russknight51@gmail.com>
Sent: Wednesday, October 21, 2015 10:17 AM
To: Oros, Jan
Cc: Gabor, Sam; Creber, Michael
Subject: Re: 519 Burnell 5448124 Manitoba

Under # 8 : the current occupied units of the current available 71 units is 40 (of the 88 total 2 are incomplete and the remaining basement units other than the 4 occupied units must remain vacant until occupancy of the 8 units in question are complete) . The balance of units being 31 are reserved for LSM and of that balance we have had a dozen or so floaters in and out of those units short term over the last several months .

As well we had 2 move outs in Aug that were long term tenants . The reason they moved out was because they were from Little Sask and some of the LSM tenants made them feel uncomfortable staying in the building because they said our band , not marching band , Lsm is taking over ownership of the building next month and you aren't welcome .

We also have about a dozen units that are not able to be occupied that we are currently being renovating .

To clarify , the Aug rent roll that shows LSM as the tenant are units that were put on reserve for LSM as per the Chiefs direction because they need those units the second they close and they don't want to have to kick out non band members .

On Oct 20, 2015, at 5:21 PM, Oros, Jan <Jan.Oros@ca.gt.com> wrote:

Hi Russ,

I wanted to provide you an update of what was received and what was still outstanding from our information request below that I sent you yesterday.

- 1.) Copy of any additional documents to support the purchase and sale agreement for the 519 Burnell property by GTAC Investments. This should include confirmation from the buyer that all financing is in place and the ability to close by the 30th of October. Typically the buyer's lender or counsel can provide a letter of comfort to the purchaser. We discussed this in detail today during our meeting with you and Mr. Seddon and it appeared Mr. Seddon understood what was required and would do his best to assist you with paperwork to address these issues. He also understood that absent these documents, we would be unable to confirm with the judge next week that there was a bonafide deal here that would close. As Mr. Seddon confirmed today, the closing for Burnell is dependent on the Ness property closing first which had not occurred yet as of today.
- 2.) Quickbooks data file received.
- 3.) Certificate of insurance received dated from May 2015. We require a more current dated certificate and the full insurance binder for review still.
- 4.) Deposit books still not received. We want the deposits books from December 2014 to present.
- 5.) We are not yet in receipt of the rental arrears that show approximately \$ 250,000 owing in rents to 5448124. In quickbooks, the amount showed owing to 5448124 is approx.. \$ 1800. See attached.
- 6.) We have not received a copy of the Geo-Thermal contract that was commenced at the property in the last 2 weeks.
- 7.) Altus appraisal received.
- 8.) Please confirm if the current rent roll is 31 or 40 occupied units? Based on the October 2015 rent roll that I sent yesterday which is attached again for your reference, can you advise what caused the reduction of tenant census in the August rent roll which appears to be around 82 units vs the present rent roll of 31-40 units? You

have all basement units occupied in the August rent roll when there are two which are incomplete and uninhabitable and the others you indicated could not be occupied due to the occupancy permit issue and you also had issues with water and mold in the basement area which only until recently was rectified based on what you advised yesterday.

9.) Some visa statement were received but is not the full set of them requested

Please work on getting the balance of this information to me sometime tomorrow morning.

Thanks

Jan Oros | Manager
Grant Thornton Limited
200 King Street West, Box 11, 11th Floor
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T +1 416 360 5023 | F +1 905 475 8906 | C +1 416 899 2717
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<http://www.greatplacetowork.ca/best-workplaces/best-workplaces-in-canada> Grant Thornton LLP is proud to be recognized as one of Canada's best workplaces for our eighth consecutive year!

From: Oros, Jan
Sent: Monday, October 19, 2015 7:26 PM
To: 'rusknight51@gmail.com'
Cc: Gabor, Sam; Creber, Michael
Subject: 519 Burnell 5448124 Manitoba

Hi Russ,

Thank you for meeting with us today. As discussed we will need the following documents/information from you on an expedited basis:

- 1.) Copy of any additional documents to support the purchase and sale agreement for the 519 Burnell property by GTAC Investments. This should include confirmation from the buyer that all financing is in place and the ability to close by the 30th of October. Typically the buyer's lender or counsel can provide a letter of comfort to the purchaser.
- 2.) Copy of the 5448124 Manitoba Quickbooks data file
- 3.) Copy of the insurance policy including policy details, limits and exclusions, if any. What you provide previously was a finance contract which does not provide details of the coverages
- 4.) We would like to review the deposit books used to deposit all the rents since October 2014.
- 5.) Rent Roll by unit that summaries the arrears on each unit since October 2014.
- 6.) Copy of the Geo-Thermal Contract Work entered into for 519 Burnell
- 7.) The Altus Appraisal of October 2014 you provided references an earlier report done in March 2014 for additional information. Please provide that report and provide the appraisal you indicated you had for the property for \$ 23 million.
- 8.) During the site visit, you indicated there were 40 units tenanted presently. The October 2015 rent roll list you provided earlier today only lists 31 paying units(see attached). Can we confirm which is correct?
- 9.) Copy of the visa credit card statements that were paid by 544.

There may be additional info required once we have had a chance to review the above but we will advise accordingly.

Call me if you have any questions on the above.

Jan Oros | Manager
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<August Rent roll.pdf>
<MyScan.pdf>
<Report_from_519_Burnell.pdf>

APPENDIX 9



Planning, Property and Development Department • Service de l'urbanisme, des biens et de l'aménagement

Development and Inspections Division • Division de l'aménagement et des inspections
Inspections • Inspections

In reply please refer to / Référence à rappeler :

Jessica Gray
Phone: 204-986-5136
Fax: 204-942-2008

April 15, 2015

JOHN STRATFIELD
STRATFIELD PROPERTIES
3611 ROBLIN BLVD
WINNIPEG, MB R3R 0C6

Dear Sir/Madam:

**RE: 519 BURNELL ST
MULTI FAMILY DWELLING**

Please find enclosed an Interim Occupancy Permit for the referenced project carried out under Building Permit No. 114516/2010. This Permit will expire on **July 1, 2015**.

The issuance of a permanent Building Occupancy Permit is contingent upon the following:

- 1) **Complete electrical work in suites B14 – B16.**
- 2) **Completion of lower level suites.**
- 3) Obtain required building permit for extra basement suites.

Your prompt attention to the foregoing would be appreciated. Please call for an inspection upon completion. Should you have any problems in having the work completed within the time frame noted on the Interim Building Occupancy Permit, please contact the Occupancy Permit Clerk at the telephone number noted above.

Yours truly,

Deyan Momtchilov

Occupancy Coordinator

cc: **Brad Bell, Commercial Building Inspector**
Stuart Blahey, Commercial Electrical Inspector

Enclosure

Embrace the Spirit • Vivez l'esprit

4th Floor, 65 Garry Street • 65, rue Garry, quatrième étage • Winnipeg • Manitoba R3C 4K4
<http://www.winnipeg.ca/ppd/>



BUILDING OCCUPANCY PERMIT

Planning, Property and Development Department
Service de l'urbanisme, des biens et de
l'aménagement
4th Floor, 65 Garry Street • 65, rue Garry, quatrième étage
Winnipeg • Manitoba R3C 4K4

This permit issued pursuant to Winnipeg Building By-law No. 4555/87, and amendments thereto, confirms that the following use(s) and tenant(s) is/are allowed on the premises described herein:

519 BURNELL ST
MULTI FAMILY DWELLING
NON-STRUCT. ALTER/REPAIR
"THELMO MANSIONS"
OCCUPANCY CLASS: C
EXPIRES: **JULY 1, 2015**

Building Occupancy Permit No.

166920/2010

Re: Building Permit No.

114516/2010

April 15, 2015

Date

Deyan Momtchilov for

Manager of Development
and Inspections

This permit to be posted in a prominent position in the entrance of the building/unit and must not be removed except upon the authority of the Manager of Development and Inspections.

From: Russ Knight <russknight51@gmail.com>
Sent: Tuesday, October 20, 2015 8:28 AM
To: Oros, Jan
Subject: Re: 12047566054.pdf

It only impacts those 8 units . We have 2 years to do the work . The zoning has already been approved . We have to complete the 2 units and ventilate the other 6 . The geo addresses that . Prior to the zoning approval which happened a month ago the inspector wasn't comfortable having any occupancy in the basement while the work was being done . It was a fire code issue . Since then we met with them and now we are ok to occupy all lower level units except the 8 . Part of my point to you is that the centralized property search that Cameron Stephens did caused this occupancy issue that the city challenged and CS new prior to closing that we couldn't occupancy the lower level units until we solved the issue . The rent roll at closing was not accurate and CS new that because of this issue . Anyway I don't want to discuss this point in front of Seddon today obviously . Thanks

> On Oct 19, 2015, at 10:17 PM, Oros, Jan <Jan.Oros@ca.gt.com> wrote:

>

> I take it this work is not complete? What is the impact of this work not being completed? Do you lose occupancy on just those basement units or units for the whole building?

>

> Thanks

>

>

> Jan Oros | Manager

> Grant Thornton Limited

> 200 King Street West, Box 11, 11th Floor

> Toronto, ON M5H 3T4

> T +1 416 360 5023 | F +1 905 475 8906 | C +1 416 899 2717

> E Jan.Oros@ca.gt.com | W <http://www.grantthornton.ca/>

>

>

>

>

>

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> recognized as one of Canada's best

> workplaces for our eighth consecutive year!

>

>

> -----Original Message-----

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

> Sent: Monday, October 19, 2015 9:23 PM

> To: Oros, Jan

> Subject: 12047566054.pdf

>

> Attached is the interim occupancy permit that Cameron Stephens received re the issue we had before funding showing that the basement units couldn't be occupied

>

>

>

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APPENDIX 10

From: Russ Knight <russknight51@gmail.com>
Sent: Wednesday, October 21, 2015 11:03 AM
To: Oros, Jan
Cc: Creber, Michael
Subject: Re: 519 Burnell 5448124 Manitoba

I would estimate \$50,000 of value done and \$100,000 of materials on site . The equipment sitting on site as of this morning I am told is a million or 2 . No , I have not signed nor have I seen the geo contract .

On Oct 21, 2015, at 10:49 AM, Oros, Jan <Jan.Oros@ca.gt.com> wrote:

Russ,

Do you have a rough idea of the value of work done to date? There is a lot of materials and equipment on the site already.

Just for clarity, you have not signed an authorization or contract to Seddon or to the GeoThermal Contractor regarding the work already done or to be done?

Jan Oros | Manager
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<image002.jpg>

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From: Russ Knight [<mailto:russknight51@gmail.com>]
Sent: Wednesday, October 21, 2015 11:34 AM
To: Oros, Jan
Cc: Gabor, Sam; Creber, Michael
Subject: Re: 519 Burnell 5448124 Manitoba

Under #6 : I do not have a geothermal contract . That is between Seddon and Sergio . I was asked to give notice to the tenants with cars to remove them from the parking lot because they wanted to get set up for the Geo at Burnell because they were now complete at Ness .

I allowed them to get set up in good faith , because of course I believe this sale is completing and its positive for the tenants to see the work being done.

They will not begin drilling until the sale is complete

On Oct 20, 2015, at 5:21 PM, Oros, Jan <Jan.Oros@ca.gt.com> wrote:

Hi Russ,

I wanted to provide you an update of what was received and what was still outstanding from our information request below that I sent you yesterday.

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<image001.jpg>



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Sent: Monday, October 19, 2015 7:26 PM
To: 'russknight51@gmail.com'
Cc: Gabor, Sam; Creber, Michael
Subject: 519 Burnell 5448124 Manitoba

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Jan Oros | Manager
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