



**Fourth Report of  
KSV Restructuring Inc. as Trustee,  
Receiver and Manager of certain  
property of Station Point Developments  
Ltd.**

December 6, 2021

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**COURT FILE NO:** 1903-08169

**COURT:** COURT OF QUEEN'S BENCH OF ALBERTA

**JUDICIAL CENTRE:** EDMONTON

**PLAINTIFF:** FORTIS LGS STRUCTURES INC.

**DEFENDANTS:** STATION POINT DEVELOPMENTS LTD. AND BCM DEVELOPMENTS LTD.

**DOCUMENT:** FOURTH REPORT OF KSV RESTRUCTURING INC.  
**AS** TRUSTEE AND RECEIVER AND MANAGER OF CERTAIN PROPERTY OF STATION POINT DEVELOPMENTS LTD.

**DATE:** DECEMBER 6, 2021

**ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT**

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## 1.0 Introduction

1. This report (“Report”) is filed by KSV Restructuring Inc. (“KSV”) in its capacity as trustee pursuant to the *Builders’ Lien Act* and receiver and manager pursuant to the *Judicature Act* and the *Bankruptcy and Insolvency Act* (in such capacities, the “Receiver”) of the real property municipally described as 403 Belvedere Gate NW, Edmonton (the “Real Property”) owned by Station Point Developments Ltd. (the “Company”) and the assets, undertaking and property relating to the Real Property (together with the Real Property, the “Property”).
2. Pursuant to an application by KingSett Mortgage Corporation (“KingSett”), the Court of Queen’s Bench of Alberta (the “Court”) issued an order on June 18, 2019 (the “Receivership Order”) appointing KSV<sup>1</sup> as Receiver.
3. The principal purpose of the receivership proceedings is to develop, construct and sell two rental residential apartment buildings on the Real Property, each with 56 units and ground floor retail space (the “Project”) so that recoveries can be maximized for the Company's stakeholders.

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<sup>1</sup> Effective August 30, 2020, KSV Kofman Inc. changed its name to KSV Restructuring Inc.

## **1.1 Purposes of this Report**

1. The purposes of this Report are to:
  - a) provide background information about the Company and these proceedings;
  - b) provide an update on the status of the Project;
  - c) summarize the status of a sale process (the “Sale Process”) carried out by the Receiver in respect of the Property;
  - d) summarize a transaction (the “Transaction”) with Arris Homes Ltd. (the “Purchaser”) for the sale of the Purchased Assets (as defined below) pursuant to an Offer to Purchase dated September 24, 2021 between the Receiver and the Purchaser (as amended from time to time, the “Agreement”);
  - e) recommend that the Court issue an order, among other things:
    - i. approving the Transaction, which is subject to certain conditions, as discussed in Section 7.1 below;
    - ii. vesting title in and to the Purchased Assets in the Purchaser, free and clear of all liens, claims and encumbrances, except the Permitted Encumbrances (as defined in the Agreement), upon the Receiver filing a certificate with the Court confirming completion of the Transaction; and
    - iii. sealing the confidential appendices to this Report.

## **1.2 Currency**

1. All currency references in this Report are to Canadian dollars.

## **1.3 Restrictions**

1. In preparing this Report, the Receiver has relied upon the Company’s books and records and discussions with its representatives and advisors. The Receiver has not audited, reviewed or otherwise verified the accuracy or completeness of the financial information in a manner that would comply with Generally Accepted Assurance Standards pursuant to the Chartered Professional Accountants of Canada Handbook.

2. The Receiver expresses no opinion or other form of assurance with respect to the financial and other information presented in this Report or relied upon by the Receiver in preparing this Report. Any party wishing to place reliance on the Company's financial information should perform its own due diligence and any reliance placed by any party on the financial information presented herein shall not be considered sufficient for any purpose whatsoever. The Receiver accepts no responsibility for any reliance placed by any party based on the financial information in this Report.

## 2.0 Background

1. In or around 2012, BCM Developments Ltd. ("BCM") entered into negotiations to purchase the Real Property from the City of Edmonton (the "City").
2. BCM purchased the Real Property from the City for \$3.64 million pursuant to an agreement of purchase and sale that closed on January 11, 2015 (the "APS"). Prior to closing, BCM assigned the APS to the Company. The City provided the Company with a vendor-take-back mortgage in the amount of approximately \$2.54 million in connection with the transaction (the "City Mortgage"). As of the date that these proceedings commenced, approximately \$2.4 million was owing on the City Mortgage. Interest and costs continue to accrue on the City Mortgage.
3. The issues that caused the Company to be placed in receivership included: (i) significant cost overruns on the construction of the Project; (ii) the registration of builders' liens against title to the Real Property; and (iii) a dispute between the Company and Fortis LGS Structures Inc. ("Fortis"), the Project's general contractor prior to the commencement of the receivership.

### 2.1 KingSett

1. In 2016, the Company obtained a secured construction loan from KingSett in the maximum amount of \$17 million ("KingSett Facility Agreement"). As of the date that these proceedings commenced, approximately \$12.1 million was owing under the KingSett Facility Agreement, leaving \$4.9 million available to be drawn. KingSett's security consists of, among other things, a general security agreement and a mortgage against the Real Property (the "KingSett Pre-Filing Security").
2. Prior to the receivership proceedings, the City Mortgage ranked in priority to the KingSett Pre-Filing Security. Pursuant to a letter agreement dated November 22, 2019, the City agreed to postpone the City Mortgage in favour of the KingSett Pre-Filing Security upon the issuance of: (i) an occupancy permit by the City in respect of the Project; and (ii) a certificate from a quantity surveyor confirming that the Project had been completed. These conditions were met in March 2021 and the postponement was registered in May 2021. As a result of the foregoing, the City Mortgage is now subordinated to the KingSett Pre-Filing Security.

3. Pursuant to the Receivership Order, the Receiver was empowered to borrow under the KingSett Facility Agreement, provided that the aggregate principal amount under the facility did not exceed \$17 million. Advances to the Receiver are secured by a charge in favour of KingSett (the “Receiver’s Borrowings Charge”), and rank in priority to all other secured interests in the Property, subject only to the Receiver’s Charge (as defined in the Receivership Order).
4. On June 26, 2020, the Court issued an order increasing the Receiver’s Borrowing Charge to \$22.7 million so that the Receiver would have the liquidity required to complete construction of the Project (the “Borrowings Order”). The Receiver and KingSett amended the KingSett Facility Agreement to provide for the additional funding required by the Receiver.
5. As of the date of this Report, KingSett is owed approximately \$35.9 million, comprised of approximately \$14.9 million<sup>2</sup> in respect of amounts owing as of the receivership commencement date and approximately \$21 million secured by the Receiver’s Borrowings Charge.

### **3.0 Construction of the Project**

1. In accordance with an order of the Court issued on September 27, 2019, the Receiver entered into a contract with RMS Developments Inc. (“RMS”), a real estate contractor based in Edmonton, pursuant to which RMS was engaged as the construction manager to complete the Project. RMS estimated that the Project would be completed by May 2020.
2. The construction costs on the Project were approximately \$5 million more than originally forecasted by RMS and the Project was completed in March 2021, ten months later than originally estimated by RMS.

### **4.0 Property Manager**

1. Pursuant to an order issued on February 4, 2021, the Court approved a property management agreement between the Receiver and Braden Equities Inc. (“Braden”) dated November 16, 2020 (the “Braden PMA”). The Receiver sought Court approval of the Braden PMA at the request of Braden.
2. Due to performance issues with Braden, the Receiver terminated the Braden PMA on June 11, 2021 and subsequently engaged FSR Residential Alberta Limited as the property manager (“FSR”). FSR did not require Court approval of its property management agreement.

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<sup>2</sup> Represents the \$12.1 million, plus interest and costs.

## 5.0 Leasing

1. The Receiver engaged Intelligence House Inc. (“Intelligence House”), a real estate consulting firm, to lease the development’s 112 residential units. As of November 30, 2021, Intelligence House had leased 106 residential units and had turned the building over to FSR to lease the remaining six units. FSR expects the balance of the units to be leased within the next two months.
2. The development's ground floor space consists of approximately 20,000 square feet of retail space. Prior to the receivership proceedings, the Company engaged CBRE Inc. (“CBRE”) to lease the retail space. With the assistance of CBRE, the Receiver entered two retail leases, including a daycare (approximately 4,300 square feet) and a pharmacy (approximately 2,300 square feet). The pharmacy is currently open and the daycare is scheduled to open in February 2022.
3. In September 2020, Jones Lang LaSalle Incorporated (“JLL”) replaced CBRE as the commercial leasing agent. No further space has been leased since JLL was retained.

## 6.0 Subdivision and Rezoning

1. The Company originally intended to build five apartment buildings on the development site; however, only two of the buildings have been constructed and the balance of the Real Property remains undeveloped (the “Vacant Lands”).
2. The Receiver has been advised that the zoning for the Vacant Lands restricted the development potential of the Vacant Lands. To attempt to increase the value of the Vacant Lands, in August 2020, the Receiver engaged ISL Engineering and Land Services Ltd. (“ISL”), a zoning consultant, to assist the Receiver with an application to the City to subdivide and rezone the Lands, which would provide a developer with additional flexibility and density to build a residential development.
3. On September 18, 2021, the City approved a rezoning of the Vacant Lands, which allows for the development of medium and/or high-rise apartments. The new zoning provides for significantly more density on the Vacant Lands than the previous zoning.
4. On November 10, 2021, the City approved the subdivision of the Vacant Lands, subject to satisfying certain conditions. The conditions are expected to be satisfied in early 2022.

## 7.0 Sale Process

1. In June 2020, the Receiver engaged JLL to market the Project and the Vacant Lands for sale. The Receiver discussed its intention to conduct the Sale Process with the City and Kingsett. Kingsett supported the Sale Process and the City did not object to it. A summary of the Sale Process is as follows:

### Pre-marketing Phase

- a) JLL and the Receiver worked together to prepare:
  - an investment summary detailing the opportunity (the “Investment Summary”);
  - a confidentiality agreement (“CA”);
  - a data room, which contained, *inter alia*, reports concerning the development (such as environmental reports), the commercial tenancy leases and budgets to complete construction of the Project;
  - a Confidential Information Memorandum (“CIM”), which included a summary of the Property, its projected financial performance and details concerning the Sale Process; and
  - a soft copy of the form of asset purchase agreement, which the Receiver recommended interested parties use to submit their offers.

### Marketing Phase

- a) On June 23, 2020, JLL sent the Investment Summary to over 3,000 parties in its database, including apartment owners across Canada, developers in Alberta and parties that had contacted the Receiver prior to the commencement of the Sale Process. JLL sent the Investment Summary a second time to all of these parties;
- b) JLL directly contacted at least 50 parties, including several developers.
- c) The Receiver and JLL engaged in discussions with a government related entity that specializes in low-income housing for the City.
- d) The Project was advertised on: (i) Realtor.ca; (ii) the JLL Canada website; (iii) LoopNet, an online marketplace for commercial real estate in Canada and the US; (iv) Gettel Network listings, a City of Edmonton commercial real estate website; and (v) LinkedIn, where it obtained 2,115 unique views.
- e) The CA was attached to the Investment Summary. Interested parties were required to sign the CA to obtain a copy of the CIM and access to the data room.
- f) To be able to efficiently and easily compare the offers received, the Receiver encouraged prospective purchasers to submit their offers in the form of the asset purchase agreement provided in the data room, and to blackline any changes made to that agreement.
- g) The Sale Process did not have an offer deadline; however, the marketing materials advised interested parties that offers would not be considered prior to July 8, 2020.



## 7.1 Sale Process Results

1. A summary of the results of the Strategic Process is as follows:
  - 46 parties executed the CA, were provided a copy of the CIM and given access to the data room;
  - six parties toured the Project; and
  - two parties submitted offers, including the Purchaser.
2. Of the two offers received:
  - one was a conditional letter of intent (the “LOI”), dated September 26, 2020; and
  - the other offer was submitted by the Purchaser.
3. KingSett advised the Receiver it was not prepared to consent to the terms of the LOI because the consideration was inadequate.
4. The principal of the Purchaser is Claudio Raimondi. Mr. Raimondi is a principal of Fortis, which is a guarantor under the KingSett Facility Agreement.
5. The Purchaser has expressed an interest in purchasing the Purchased Assets since the commencement of these proceedings.
6. In the summer of 2021, Mr. Raimondi advised the Receiver that the Purchaser was working to obtain financing to complete the Transaction. In September 2021, the Purchaser provided the Receiver with a conditional commitment letter (the “Commitment Letter”) from a private lender (the “Prospective Lender”) for an amount sufficient to close the Transaction.
7. On September 24, 2021, the Receiver and the Purchaser signed the Agreement so that the Purchaser would have the opportunity to advance its due diligence. The Agreement is subject to three conditions:
  - a) the Court issuing an approval and vesting order (the “AVO”);
  - b) a condition in favour of the Receiver that the Purchaser has arranged financing to purchase the Purchased Assets by December 31, 2021 (the “Financing Condition”). The Financing Condition originally needed to be satisfied 20 days from execution of the Agreement, although the Receiver and Purchaser have extended this on several occasions. Based on correspondence reviewed by the Receiver, and discussions between Mr. Raimondi and KingSett, the Receiver understands that Mr. Raimondi has made significant progress to address the Financing Condition. From December 31, 2021, the Receiver had twelve successive options to unilaterally extend the Financing Condition by seven days per extension; and

- c) the Transaction must close on or before December 31, 2021 (the “Outside Date”); however, the Receiver also has twelve successive options to unilaterally extend the Outside Date by seven days per extension.
8. Based on the extensive marketing efforts undertaken to-date, and valuation analyses performed by the Receiver, it is evident that KingSett is the only creditor with an economic interest in the Project. Accordingly, KingSett has asked the Receiver to seek Court approval of the Transaction at this time, notwithstanding that all conditions have not yet been satisfied. KingSett has made this request so that the Transaction can close expediently once all conditions have been satisfied or waived. Given the significant cost overruns on the Project, the construction delays incurred on the Project and the duration of the receivership, KingSett is looking for a timely completion to these proceedings. The Receiver believes this is merited in the circumstances.
9. There remains a possibility that the Transaction will not close, and if so, the Purchased Assets will continue to be marketed for sale. The Receiver will file a further report with the Court by no later than March 31, 2022 regarding the status of the Transaction. A copy of the report will be served on the Service List in this proceeding and made available on the Receiver’s case website at that time.
10. A summary of the LOI and the Agreement is provided in Confidential Appendix “1” (the “Offer Summary”). The Receiver’s rationale for requesting that the Offer Summary be sealed is provided in Section 8.1 below.

## 8.0 Transaction<sup>3</sup>

1. A summary of the Transaction is as follows:
  - **Purchaser:** Arris Homes Ltd.
  - **Purchased Assets:** all of the Receiver’s and the Company’s right, title and interest in the Property (as defined and described in the Agreement), which includes, *inter alia*, the Lands (including the Vacant Lands), the Leases, the Improvements, the Chattels and the Permits;
  - **Purchase Price:** the Receiver recommends that the Purchase Price be sealed. The Purchase Price is to be adjusted on closing for property taxes and other adjustments standard for a real estate transaction;
  - **Deposit:** none, which KingSett has consented to.
  - **Representation and Warranties:** consistent with the standard terms of an insolvency transaction, i.e. on an “as is, where is” basis, with limited representations and warranties;
  - **Closing:** three business days after receipt of the Approval and Vesting Order;
  - **Material Conditions:** (i) the Court shall have issued an AVO; (ii) the Receiver shall have waived the Financing Condition being December 31, 2021 and

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<sup>3</sup> Terms not defined in this section have the meaning provided to them in the Agreement.

which may be unilaterally extended by the Receiver); and (iii) the Transaction must close by the Outside Date (being December 31, 2021 and which may be unilaterally extended by the Receiver); and

- **Termination:** the APS can be terminated if the conditions are not all waived or satisfied in accordance with their terms.
2. A redacted version of the Agreement is attached as Appendix “A”. An unredacted version of the Agreement is provided in Confidential Appendix “2”.

## 8.1 Confidentiality

1. The Receiver respectfully requests that the Offer Summary and the unredacted Agreement be filed with the Court on a confidential basis and be sealed (“Sealing Order”) as the documents contain confidential information concerning the value of the project and value of the Transaction. If the terms of the Offer Summary and the unredacted Agreement are not sealed, the information may negatively impact realizations on the Purchased Assets if the Transaction does not close. The Receiver is not aware of any party that will be prejudiced if the information is sealed, whereas it may prejudice the Company’s creditors if it is not sealed. Accordingly, the Receiver believes the proposed Sealing Order is appropriate in the circumstances.

## 8.2 Recommendation

1. The Receiver recommends that the Court issue an order approving the Transaction and vesting title to the Purchased Assets in the Purchaser upon closing of the Transaction, for the following reasons:
  - a) the market has been widely canvassed since June 2020 by JLL, a significant and reputable realtor, using several customary marketing techniques for real estate developments, including direct solicitation of prospective purchasers, several online advertisements and listing the property on Realtor.ca;
  - b) 46 parties signed CAs; however, only two offers have been submitted;
  - c) the Transaction provides for the greatest recovery available in the circumstances;
  - d) JLL is familiar with the local real estate market and is of the view that the Transaction is the best one available at this time;
  - e) KingSett, the only creditor with an economic interest in the Transaction, consents to the relief in this motion and supports completion of the Transaction, notwithstanding that it will incur a shortfall on its loans to the Company and the Transaction remains conditional;
  - f) absent the Transaction, further marketing efforts will be required. The ongoing professional fees will erode the recoveries to KingSett with no certainty that a superior transaction could be completed;
  - g) the receivership commenced in June 2019. The receivership has lasted longer and cost more than originally contemplated;

- h) KingSett has requested that the Receiver seek Court approval at this time so that the Transaction can be expediently closed if all conditions are waived or satisfied, including most materially, the financing condition. In the circumstances, the Receiver believes that it is appropriate that Court approval be sought at this time so that the Transaction can close immediately following the waiver or satisfaction of all conditions;
- i) if the Transaction does not close, the Purchased Assets will continue to be marketed for sale. If the relief sought is granted, the Receiver will file an update report with the Court by no later than March 31, 2022 advising of the status of the Transaction. The Report will be served on the Service List and made available on the Receiver's case website at that time.

\* \* \*

All of which is respectfully submitted,

*KSV Restructuring Inc.*

**KSV RESTRUCUTIRNG INC.  
IN ITS CAPACITY AS TRUSTEE AND COURT-APPOINTED RECEIVER AND MANAGER  
OF CERTAIN ASSETS, UNDERTAKINGS AND PROPERTIES OF STATION POINT  
DEVELOPMENTS LTD., AND NOT IN ITS PERSONAL CAPACITY**

## **Appendix “A”**

**Offer to Purchase (the "Offer")**  
(once accepted, this "**Agreement**")

**To:** **KSV Restructuring Inc.** (formerly KSV Kofman Inc.) (the "**Receiver**"), solely in its capacity as the court appointed trustee, receiver and manager of Station Point Developments Ltd. and not in its personal or corporate capacity (the "**Vendor**"),

1. **ARRIS HOMES LTD.** (the "**Purchaser**") hereby offers to purchase from the Vendor those lands described in Schedule A attached hereto (the "**Lands**") subject to the those encumbrances listed on the attached **Schedule B** (collectively, the "**Permitted Encumbrances**"), all current leases, subleases, licenses, agreements to lease, and modifications thereof entered into in respect of the Lands and listed on the attached **Schedule C** and those that are entered into between the date hereof and the Closing Date in consultation with the Purchaser (collectively, the "**Leases**"), all together with the following (collectively, the "**Property**"):

- (a) all buildings, fixtures and improvements (together, the "**Improvements**") located on the Lands, if any;
- (b) to the extent they are the Property of the Vendor, chattels located on the Lands which are used in relation to the development, servicing, operation or maintenance thereof (collectively, the "**Chattels**"), if any;
- (c) copies of all available applications to, agreements with, or correspondence with municipal, provincial or other authorities having jurisdiction over the Property, in the possession or control of the Vendor (collectively, the "**Correspondence**");
- (d) all available permits and licenses relating to the Property, including, without limitation, all building and development permits, in the possession or control of the Vendor (collectively, the "**Permits**");
- (e) all available plans, surveys, real property reports, environmental, soils and engineering reports, operator's or owner's manuals pertaining to the Lands, the Improvements or the Chattels, in the possession or control of the Vendor (collectively, the "**Plans**");
- (f) any and all written information relating to the Lands including, without limitation, all contracts, warranties, leases, service contracts, operational manuals, financial information, rent rolls, services and property tax information in the possession or control of the Vendor (the "**Information**").

The Correspondence, Permits, Plans, and Information, along with copies of the Leases, to the extent not already delivered, shall be delivered to the Purchaser within ten (10) Business Days of full acceptance of this Offer.

2. **Price and Payment:** The price paid by the Purchaser for the Property (the "**Purchase Price**") shall be [REDACTED] dollars, subject to adjustments pursuant to section 6, and shall be paid by certified solicitor's trust cheque or guaranteed electronic funds (wire) on the Closing Date as further set out in section 15.

3. **Deposit:** The Vendor and Purchaser confirm that no deposit is required.

4. **GST:** For the purposes of this Agreement, "GST" shall mean the goods and services tax and related provisions levied pursuant to the *Excise Tax Act* (Canada) (the "ETA"). The Purchaser is a GST registrant and will provide evidence thereof to the Vendor on or prior to the Closing Date. The Parties will cooperate with each other in good faith and will use commercially reasonable efforts to minimize (or eliminate) any taxes payable under the ETA and similar acts of other jurisdictions in respect of the Closing by, among other things, making such elections, providing such purchase exemption certificates and taking such steps as may be provided for under such acts (including, for greater certainty, but only if applicable, making a joint election in a timely manner under Section 167 of the ETA or the corresponding provisions of the applicable provincial statute) and the Purchaser shall file such election within the time required by the ETA. Notwithstanding such election, in the event that it is determined by Canada Revenue Agency ("CRA"), or such other applicable Governmental Authority, as the case may be, that there is a liability to the Purchaser to pay, or of the Vendor to collect and remit GST on all or part of the Property, such GST and any applicable penalties and/or interest shall be paid by the Purchaser to CRA or such other applicable Governmental Authority, or to Vendor for remittance to the appropriate Governmental Authority as the case may be, as may reasonably be requested by the Purchaser in connection with the Closing. If the Purchaser does not remain a GST registrant on the Closing Date, the Purchaser agrees to pay to the Vendor the applicable GST on the Closing Date.
5. **Closing Date:** Unless the parties otherwise agree in writing, "Closing Date" means three Business Days after the receipt by the Purchaser's solicitor of a certified copy of the Approval and Vesting Order (as defined in section 7), or such other date as agreed in writing between the parties. The purchase and sale of the Property shall be completed at 12:00 noon local Alberta time on the Closing Date, at which time possession of the Property shall be given by Vendor to Purchaser in accordance with section 8 and subject to the rights of the tenants under the Leases.
6. **Adjustments:**
- (a) There shall be Adjustments made on the Closing Date.
  - (b) In this section, "**Adjustments**" means damage/security deposits, rental inducements or tenant incentives in relation to the Leases, real property taxes, annual local improvement charges and utility charges relating to the Property (if such charges run with the Land).
  - (c) Vendor shall be responsible for any outstanding real property taxes, annual local improvement charges and utility charges relating to the Property up to the Closing Date, and for any real property taxes, annual local improvement charges and utility charges in respect of or relating to the Property up to the Closing Date.
7. **Conditions Precedent:**
- (a) Mutual - This Agreement shall be subject to the mutual condition precedent (the "**Court Approval Condition**") that the Vendor (acting through the Receiver) shall have obtained approval of this Agreement by way of an Approval and Vesting Order from the Court of Queen's Bench of Alberta, in a form acceptable to the Purchaser, acting reasonably, (the "**Approval and Vesting Order**"), in accordance with Section 3(e) of

the Receivership Order granted on June 18, 2019 by the Honourable Justice K.G. Nielsen in Court of Queen's Bench of Alberta Court File Number 1903- 08169. This condition is a true condition precedent and may not be waived by either of the Vendor or the Purchaser. The Receiver shall seek to obtain the Approval and Vesting Order as soon as practicable following the satisfaction of the Financing Condition (as defined below). If the Vendor does not provide the Approval and Vesting Order on or before November 30, 2021 or such other date as agreed between the parties in writing, (the "**Outside Date**") either the Vendor or Purchaser may terminate this Agreement by providing written notice to the other at any time after such Outside Date.

- (b) **Financing** - This Agreement shall be subject to the condition precedent (the "**Financing Condition**") that on or before the date that is twenty (20) days from the date of full acceptance of this Offer (the "**Financing Condition Date**"), the Vendor being satisfied in its sole and unfettered discretion that the Purchaser has arranged satisfactory financing to fund the purchase of the Property as contemplated herein. This Financing Condition is solely for the benefit of the Vendor and may be waived by the Vendor at any time on or prior to the Financing Condition Date. If the Vendor does not deliver written notice to the Vendor that the Financing Condition has been waived or satisfied prior to the Financing Condition Date, the Agreement shall be terminated.
- (c) **Closing** – This Agreement shall be subject to the condition precedent (the "**Closing Condition**") that on or before the Outside Date, or such other date as agreed between the parties in writing, the Vendor being satisfied in its sole and unfettered discretion that the Purchaser has complied with all the terms contained in this Agreement applicable to the Purchaser, including the delivery and release of the Purchase Price as contemplated herein. This Closing Condition is solely for the benefit of the Vendor and may be waived by the Vendor at any time on or prior to the Outside Date. If the Closing Condition has not been waived or satisfied prior to the Outside Date, so long as such non-satisfaction was not caused by the Vendor's failure to act in good faith or to use its commercially reasonable efforts to fulfil the terms of this Agreement and cause the Closing to occur, then the Vendor may terminate this Agreement by providing written notice to the Purchaser at any time after such Outside Date.
8. **Possession:** On the Closing Date the Vendor shall, subject to the terms of the Approval and Vesting Order, and subject to the rights of the tenants pursuant to the Leases, deliver to the Purchaser possession of the Property, free and clear of all encumbrances, liens, charges, mortgages, options, equities, claims and other third party rights or interests of every nature and kind whatsoever, except for the Permitted Encumbrances.
9. **Leases:** The Purchaser acknowledges that it is purchasing the Property subject to the Leases, each of which shall be subject to the rights of the tenants as set out therein. Any damage/security deposits held by the Vendor on behalf of tenants pursuant to the Leases shall be retained by the Vendor with the amount of such damage/security deposits adjusted as a credit to the Purchaser. Any rental incentives or other tenant inducements pursuant to the Leases which are owing to the tenants and which will be required to be paid by the Purchaser



shall be adjusted as at the Closing Date.

10. **Residence:** The Vendor represents and warrants to the Purchaser that:
- (a) the Vendor is not now (and until sixty days after the Closing Date will not become) a non-resident of Canada, within the meaning of the *Income Tax Act* (Canada); and
  - (b) the Vendor is not the agent or trustee for anyone with an interest in the lands who is (or will become within sixty days after the Closing Date) a non-resident of Canada within the meaning of the *Income Tax Act* (Canada).
11. **Vendor's Representations and Warranties:** The Vendor represents and warrants to the Purchaser that:
- (a) the Vendor makes no agreements or representations and warranties concerning any statements made or other information delivered or made available to the Purchaser (whether by the Vendor or any agents, or representatives or advisors of the Vendor or any other person or entity on behalf of or at the direction of the Vendor) with respect to the Property, whether as part of any information disclosed to the Purchaser pursuant to or in connection with this Agreement or otherwise;
  - (b) the Vendor make no representations or warranties with respect to:
    - (i) the environmental fitness of the Property;
    - (ii) the quality, condition or serviceability of the Property;
    - (iii) the current status, validity or enforceability of the Leases; or
    - (iv) the suitability of the Property's use for any purposes.

It is expressly acknowledged by the Purchaser that it is purchasing the Property on an "as is, where is" basis; and,
  - (c) the Vendor's solicitors shall act as its agent for the purpose of receiving from the Purchaser or its solicitors all monies and documents and the receipt by the Vendor's solicitors shall be a good discharge.
12. **Purchaser's Representations and Warranties:** The Purchaser represents and warrants to the Vendor that on acceptance of this Offer:
- (a) in entering into this Agreement and closing the purchase of the Property, the Purchaser has relied and will continue to rely entirely and solely upon its own inspections and investigations with respect to the Property;
  - (b) except as expressly referenced herein, the Property is being purchased and assumed by the Purchaser on an "as is, where is" basis and without any further express or implied agreement or representation and warranty of any kind whatsoever or any liability or obligation of the Vendor as to the physical or financial condition, suitability

for development, fitness for a particular purpose, merchantability, title, physical characteristics, profitability, use or zoning, environmental condition, existence of latent defects, quality, or any other aspect or characteristic thereof;

- (c) the information disclosed to the Purchaser pursuant to or in connection with this Agreement is provided to the Purchaser without representation or warranty and the Purchaser will rely entirely and solely upon its own investigations and inspections and shall not rely on the information disclosed to the Purchaser pursuant to or in connection with this Agreement or any other information furnished by the Vendor or any other person or entity on behalf of or at the direction of the Vendor in connection therewith;
  - (d) the Vendor shall have no obligation, responsibility or liability to the Purchaser after the Closing Date with respect to any matter relating to the Property or the condition thereof;
  - (e) the Purchaser is or will be a registrant under the *Excise Tax Act* (Canada);
  - (f) the Purchaser shall pay the cost of registration of vesting order obtained in lieu of a transfer of land, as contemplated herein;
  - (g) the Purchaser's solicitors shall act as its agent for the purpose of receiving from the Vendor or its solicitors all documents and the receipt by the Purchaser's solicitors shall be a good discharge;
  - (h) the Purchaser is a corporation duly incorporated and validly subsisting under the laws of the jurisdiction of its incorporation and has the requisite power and authority to enter into this Agreement and complete the transaction; and
  - (i) the Purchaser has taken all necessary corporate or other acts to authorize the execution, delivery and performance by it of this Agreement, and neither the execution of this Agreement nor its performance by the Purchaser will result in a breach of any term or provision or constitute a default under any other agreement to which the Purchaser is a party and which could materially affect the ability of the Purchaser to perform its obligations hereunder.
13. **Risk:** The Property shall be and remain at the risk of the Vendor until the Closing Date, and all insurance policies, if any, and the proceeds thereof, if any, will be held in trust for the parties as their interests may appear.
14. **Vendor's Requirements on Closing:** The Vendor's solicitor shall provide, under reasonable trust conditions typical for a commercial real estate transactions in Alberta, to the Purchaser's solicitor, all closing documents necessary to obtain a new certificate of title to the Lands subject only to the Permitted Encumbrances and all collateral documents necessary to complete the transaction in accordance with this Agreement, including the following, properly executed and acknowledged, where applicable:
- (a) a statement of adjustments;

- (b) a certified copy of the Approval and Vesting Order granted by the Court of Queen's Bench of Alberta, for the Property, which when registered shall result in title to the Lands issuing in the name of the Purchaser, or its assignee pursuant to section 18, free and clear of all encumbrances, liens, charges, mortgages, options, equities, claims and other third party rights or interests of every nature and kind whatsoever, except for Permitted Encumbrances, in a form satisfactory to the Purchaser, acting reasonably;
- (c) a Receiver's Certificate, confirming that the transaction has closed;
- (d) the Leases, Correspondence, Permits and Plans, to the extent not previously delivered to the Purchaser;
- (e) an Assignment of the Leases (if not included in the Approval and Vesting Order);
- (f) a single notice to all tenants under the Leases advising of the sale and directing the rent to be paid to the Purchaser, or as it shall otherwise direct;
- (g) keys for all doors and gates at the Property, in the possession or control of the Vendor; and
- (h) evidence satisfactory to the Purchaser's Solicitor that the Vendor is not a non-resident of Canada within the meaning of the *Income Tax Act* (Canada).

15. **Purchaser's Requirements on Closing:** On the Closing Date, the Purchaser shall execute and deliver to the Vendor's solicitors, the following:

- (a) the Purchase Price subject to any adjustments in accordance with this Agreement;
- (b) a declaration and indemnity respecting GST in form and substance acceptable to the Vendor's solicitors confirming:
  - (i) the Purchaser is a registrant for purposes of GST;
  - (ii) the Purchaser is acquiring the Property for its own account and not as trustee for any other person;
  - (iii) the Purchaser shall account to the Canada Customs and Revenue Agency with respect to the applicable GST with the next filing due by it following the Closing Date; and
  - (iv) the Purchaser will indemnify and save harmless the Vendor with respect to any GST which may be exigible in respect of the transaction contemplated hereby.
- (c) all documents listed in section 14 that contemplate execution by the Purchaser; and
- (d) such further documentation and assurances as the Vendor may reasonably require in order to complete the purchase and sale herein contemplated.

16. **Title Insurance:** The Purchaser shall obtain at its sole cost sufficient title insurance coverage

to allow for the unconditional release of the Purchase Price on the Closing Date, notwithstanding that the Approval and Vesting Order will not be registered against title to the Lands on the Closing Date.

17. **Access:** The Vendor agrees to allow the Purchaser and the Purchaser's authorized representatives access to the Property, (subject to any notice of entry provisions set out in the Leases) from time to time until the Closing Date to carry out such reasonable tests and inspections as the Purchaser or its authorized representatives may deem necessary (including without limitation soils and environmental tests), provided that the Purchaser shall promptly repair, at its sole cost and expense, any damage to the Property caused by such tests and inspections. The Purchaser shall indemnify the Vendor of and from any and all claims, demands, charges, costs and expenses which may be brought or made against the Vendor or which the Vendor may sustain, pay or incur as a result of the Purchaser's access. The Purchaser shall, at its sole cost and expense, restore all damage to the Property resulting from such access. In furtherance of its obligations hereunder, prior to being granted access to the Property for purposes hereof, the Purchaser shall furnish to the Vendor evidence that it has in place liability insurance coverage on terms and in amounts satisfactory to the Vendor, acting reasonably. The obligations of the Purchaser set forth in this section shall survive the completion of the matters contemplated in, or any termination of, this Agreement for a period of two (2) years from the Closing Date, or in the event that the transaction contemplated herein does not close, for a period of two (2) years from the date this Agreement was accepted.
18. **Assignment:** The Purchaser shall have the right to assign all of its rights, interests or obligations under this Agreement to an affiliate of the Purchaser, provided that:
- (a) such affiliate agrees to be bound by the terms of this Agreement;
  - (b) the Purchaser shall remain liable hereunder for any breach of the terms of this Agreement by such Affiliate;
  - (c) such assignment shall not release the Purchaser from any obligation or liability hereunder in favour of the Vendor; and
  - (d) the Purchaser shall acknowledge and confirm its continuing obligations in favour of the Vendor in an assignment and assumption agreement in form and substance satisfactory to the Vendor.
19. **Miscellaneous and General:**
- (a) Each of the parties to this Agreement shall do all such further acts and shall execute all such further documents and assurances as the other party reasonably requires in order to carry out the terms of this Agreement.
  - (b) Any notice or other communication contemplated or authorized by this Agreement shall be deemed to have been given by a party and received by the addressee party only if delivered personally to the addressee party at its address for service or in care of its solicitors. Otherwise, such notice or other communication shall be deemed not to have been given by a party or received by the addressee party until received by the

addressee party.

- (c) Until a party notifies the other party in writing of a change of the notifying party's address for service, the parties' respective addresses for service are:

the Vendor:                   KSV Restructuring Inc.  
150 King Street West, Suite 2308  
Toronto, Ontario M5H 1J9  
Attn: Noah Goldstein

with a copy to:               Bennett Jones LLP  
4500, 855- 2<sup>nd</sup> Street SW  
Calgary, Alberta T2P 4K7  
Attention: Sean Zweig / Alixe Cameron

the Purchaser:               Arris Homes Ltd.c/o Field Law  
LLP

with a copy to:               Field Law LLP  
2500-10175-101 Street  
Edmonton, AB  
T5J 0H3

- (d) This Agreement shall enure to the benefit of and shall be binding upon the parties to this Agreement and their respective successors and assignees.
- (e) This Agreement shall be governed by and construed in accordance with the laws of Alberta and the federal laws of Canada applicable in Alberta. The parties hereby irrevocably attorn to the courts of the Province of Alberta.
- (f) Words or expressions in this Agreement shall be construed in whatever number and gender the context requires and the headings of this Agreement, if any, shall not be used in interpreting this Agreement or the relationship of the parties, and are inserted for convenience only.
- (g) If this Agreement provides that a time period expires on, or an action is to be taken by or on, a day that is not a Business Day, the period shall be extended to expire on, or the action may be taken by or on, the next following Business Day. "**Business Day**" means a day other than Saturday, Sunday or statutory or generally followed holiday in Edmonton, Alberta. The time for doing or completing any matter provided for in this Agreement may be extended by an agreement in writing signed by the Vendor and the Purchaser or by their respective solicitors who are hereby expressly appointed in this regard.
- (h) In this Agreement, time is, and without any further act, assurance, or notice of any party shall remain, of the essence.
- (i) This Agreement contains the entire agreement of the parties in respect of the Property and no addition, deletion, or variation of this Agreement is valid or effective unless in writing and signed by the parties to this Agreement; provided that no subsequent contract or arrangement between the parties to this Agreement or any of

them shall amend, or in any manner alter, this Agreement, unless such amendment or alteration is in writing, is duly signed by each such party or their solicitors.

- (j) In any case where a matter is required or contemplated by this Agreement to be satisfactory to a party, such satisfaction is to be within such party's sole uncontrolled discretion.
- (k) If any part of this Agreement for any reason is declared invalid, that declaration does not affect the validity of the rest of this Agreement, which remains in force and effect as if this Agreement had been made and accepted with the invalid portion eliminated, and the parties hereby declare that they would have signed the rest of this Agreement without including in it any part which may, for any reason, be hereafter declared invalid.
- (l) This Agreement may be executed in counterparts and delivered by electronic means.
- (m) This Agreement is entered into by the Receiver in its capacity as the court appointed receiver of the Vendor and nothing in this agreement shall be personally binding upon or give rise to any personal liability on the part of KSV Restructuring Inc., its directors, officers, servants or agents.

**\*Remainder of this page left intentionally blank**

This Offer shall be open for acceptance by the Vendor up to 12:00 o'clock in the afternoon, Edmonton time on the \_\_\_\_ day of \_\_\_\_\_, 2021, and if not accepted before that time shall be void and of no further force or effect.

Dated at Edmonton in the Province of Alberta this 24 day of Sept, 2021.

ARRIS HOMES LTD.

By: Claudio Raimondi c/s

Name: Claudio Raimondi

Title: President

I have authority to bind the corporation

**ACCEPTANCE**

The Vendor hereby accepts the above Offer to Purchase this \_\_\_\_ day of \_\_\_\_\_, 2021, and agrees to be bound as vendor in accordance with all terms and conditions contained therein.

**KSV Restructuring Inc., solely in its capacity as court appointed trustee, receiver and manager of STATION POINT DEVELOPMENTS LTD., and not in its personal or corporate capacity**

By: noah goldstein c/s

Name: Noah Goldstein

Title: Managing Director

**Schedule A**

**Lands**

**LEGAL DESCRIPTION:**

Firstly

PLAN 0924862

BLOCK 3

LOT 1

CONTAINING 1.345 HECTARES (3.32 ACRES) MORE OR LESS

EXCEPTING THEREOUT:                      HECTARES              (ACRES) MORE OR LESS

A) PLAN 1821512 — SUBDIVISION      0.53                      1.31

EXCEPTING THEREOUT ALL MINES AND MINERALS

("Title 1")

Secondly

PLAN 1821512

BLOCK 3

LOT 2

EXCEPTING THEREOUT ALL MINES AND MINERALS

AREA: 0.53 HECTARES (1.31 ACRES) MORE OR LESS

("Title 2")



## Schedule B

### Permitted Encumbrances

Registration No.	Description	Encumbrancer
(as to Title 1)		
092 144 132	Caveat	City of Edmonton
092 144 134	Utility Right of Way	Epcor Water Services Inc.
092 144 137	Utility Right of Way	Epcor Distribution & Transmission Inc.
162 339 889	Utility Right of Way	Epcor Distribution & Transmission Inc.
182 116 061	Easement	
(as to Title 2)		
092 144 132	Caveat	City of Edmonton
162 339 889	Utility Right of Way	Epcor Distribution & Transmission Inc.
182 116 061	Easement	

## Schedule C

### Leases

#### Title 1 (East Building):

- Commercial Lease, undated 2020, between KSV Kofman Inc. solely in its capacity as court appointed trustee, receiver and manager of Station Point Developments Ltd. as landlord and 2274950 Alberta Inc. as tenant.
- Commercial Lease, dated September 20, 2020, between KSV Kofman Inc. solely in its capacity as court appointed trustee, receiver and manager of Station Point Developments Ltd. as landlord and 2140329 Alberta Inc. as tenant.

#### Residential Leases: (Building 1)

Unit #	Tenant
201	Thomas Wheeler & Payton Vibe
202	Vacant
203	Taylor Ryder & Shyla Bitz
204	Kathleen Cardinal & John Cardinal
205	Sydney Wentzell & Christel Wentzell
206	Vacant
207	Vacant
208	Gifth Mujetega & Uapingena Kuhanga
209	Emily Johnston
210	Jackie Tan & Hong Anh Ta
211	Ranjit Kaur
212	Vacant
213	Ramadan Mussa
214	Vacant
301	Lillian Thorsen
302	Vacant
303	Hassan Gaas & Mohamed Ali
304	Graeme Newburn & Aaron Salkeld
305	Angela Butlin
306	Vacant
307	Nathan Bourque & Chris Bourque
308	Coral Lawrence
309	Isaac Atotse
310	Bryнна Hunke
311	Sokiri Lodo
312	Kimberly McKinnon
313	Jorge Eduardo Ramirez Plascencia & Dulce Carolina Mercado Herrera

314	Kayla Rick
401	Kathleen Lorraine Byers
402	Vacant
403	Melissa Anthony
404	Thomas Brynko
405	Jayden Carey & Ben Olsen
406	Onisty Woods & Cory Woods
407	Vacant
408	Augustine Chipalata & Ladouce Kaluta
409	Precious Efenovwe
410	Odeliah Laidlaw & Cody Roberts
411	Jiatong Zhong
412	Aida Tama & Joel Tama
413	Marianne Sison & Ian Small
414	Alexandra Ryan
501	Zhicheng (Richard) Zhang & Yingzhen (Kathy) Tian
502	Martin Schrag
503	Xinlei (Ashley) Jiang & Xiuyue (Moon) Huang
504	Bharath (Ben) Sankaranarayanan
505	Claude Boulet & Jesse Boulet-Dery
506	Vacant
507	Muna Mukhtar Sheikh Abdi
508	Jordan Williams & Yi Fan (Violet) Zhu
509	SHOWSUITE
510	Gloria Ng
511	Jodelene Sajous
512	Yussuf Hassan
513	Vacant
514	Morgan Roska

**Building 2**

Unit #	Tenant
201	Rayanna Repka & Konnor Palichuk
202	Mohamed Mohamed
203	Joshua & Ivana Ramcharitar
204	Angela Rotundo
205	Justine Tabuldan
206	Thanh (Nancy) Gia Ngoc Nguyen
207	Comfort Misodi
208	Kandi Shepherd & Jamie Chaulk
209	Fortuna Gebremeskel, Lwam Gebremeskel & Meles Fishaye
210	Francois Dalton & Amber McDougall
211	James Mayner & Robert Bassett
212	Gabrielle Earle & Jonathan Smith
213	Ahmed Awes & Kathra Ali
214	Bryan Fullbrook & Lyndsay Curtis
301	Faith Byers
302	Olu Adeyem
303	Vacant
304	Brittany Sears
305	Elizabeth Hamilton
306	Katelyn Fowler
307	Stefan Mohamed & Kishana Mohamed
308	Ilmi Mouse & Gouled Mouse
309	Abdifetah Ibrahim & Liban Muse
310	Erin Colucci & Karissa Eckenswiler-Brown
311	Carson Suttie & Josh Franks
312	Courtney Anderson & Michael Armenta
313	Akintola Fakinlede & Oyedayo Fakinlede
314	Mulki Ali, Hamdi Hurie & Salma Abdullahi
401	Kurtis Cook
402	Cassandra Gerow
403	Rahel Mekonnen & Ykunoamlak Dilnesa
404	Jasmine Sidhu
405	Chidochashe Lissa Tapera
406	Haley George & Carson Wood
407	Mariam Bhegani
408	Mohamed Musse & Mohamed Osman
409	Kira Slezinsky
410	Aluel Majok, Amach Kuai & Wal Kur
411	Gillian Meek & Diallo Straw
412	Taylor Hunt & Evan Linderman
413	David Hopkins
414	Emily Kress & Reno Henrique
501	Anthony Bouffioux

502	Spyroula Deligianis
503	SHOW SUITE
504	Shanice Spence
505	Celine Ikundabayo & Andrew Jimaga
506	Aileenn Chong & Kayden Forcier
507	SHOW SUITE
508	Carissa Borle & Mitchell Rodden
509	Katherine Kim Ward
510	Melissa Prince
511	Vacant
512	Vacant
513	Liban Mohamed
514	Cody Pelletier

## AMENDING AGREEMENT

THIS AMENDING AGREEMENT (the "Agreement") dated effective October, 14 2021.

### BETWEEN:

**KSV RESTRUCTURING INC. (formerly KSV Kofman Inc.)**, solely in its capacity as court appointed trustee, receiver and manager of **STATION POINT DEVELOPMENTS LTD.** and not in its personal or corporate capacity

(the "Vendor")

- and -

**ARRIS HOMES LTD.**

(the "Purchaser")

### WHEREAS:

- A. pursuant to an agreement dated September 24, 2021 (the "**Purchase Agreement**"), the Vendor agreed to sell and the Purchaser agreed to purchase the Property on the terms and subject to the conditions set out therein;
- B. the Financing Condition Date was originally determined to be October 14, 2021, being twenty (20) days from the date of acceptance of the Purchaser Agreement; and
- C. the Vendor and the Purchaser have agreed to extend the Financing Condition Date to October 28, 2021 subject to the terms of this Agreement.

**NOW THEREFORE** in consideration of the sum of \$10.00, the mutual covenants and agreements hereinafter contained and contained in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

### 1. DEFINITIONS

All capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Purchase Agreement.

### 2. EXTENSION OF FINANCING CONDITION DATE

The Vendor and the Purchaser acknowledge and agree that the Financing Condition Date is hereby extended from October 14, 2021 to October 28, 2021.

### 3. RATIFICATION OF PURCHASE AGREEMENT

The Vendor and the Purchaser hereby ratify and confirm that all of the terms and conditions of the Purchase Agreement, as amended herein, are binding and in full force and effect.

**4. FURTHER ASSURANCES**

Each of the parties hereto shall, at the expense of the requesting party, execute and deliver such additional documents and instruments and shall perform such additional acts as may be reasonably necessary or appropriate in connection with this Agreement and all transactions contemplated by this Agreement to effectuate, carry out and perform all of the covenants, obligations, and agreements contained herein.

**5. SUCCESSORS AND ASSIGNS**

The provisions of this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

**6. APPLICABLE LAW**

This Agreement shall be construed and enforced in accordance with, and the rights of the parties hereto shall be governed by, the laws of the Province of Alberta and the laws of Canada applicable therein.

**7. COUNTERPARTS**

This Agreement may be executed and delivered in several counterparts or by electronic transmission and each such agreement or electronic transmission so executed shall be deemed to be an original and such counterparts together shall constitute one and the same document.

*[Remainder of page intentionally left blank; signature page follows]*

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement as of the date first written above.

**ARRIS HOMES LTD.**

by *Claudio Raimondi*  
Name: Claudio Raimondi  
Title: President

I have authority to bind the Corporation

**KSV RESTRUCTURING INC.,** solely in its capacity as court appointed trustee, receiver and manager of **STATION POINT DEVELOPMENTS LTD.** and not in its personal or corporate capacity

by *noah goldstein*  
Name: Noah Goldstein  
Title: Managing Director

I have authority to bind the Corporation



## SECOND AMENDING AGREEMENT

THIS SECOND AMENDING AGREEMENT (the "Agreement") is dated effective October 28, 2021.

### BETWEEN:

**KSV RESTRUCTURING INC. (formerly KSV Kofman Inc.),**  
solely in its capacity as court appointed trustee, receiver and manager of **STATION  
POINT DEVELOPMENTS LTD.** and not in its personal or corporate capacity

(the "Vendor")

- and -

**ARRIS HOMES LTD.**

(the "Purchaser")

### WHEREAS:

- A. pursuant to an agreement dated September 24, 2021 (the "**Original Agreement**"), the Vendor agreed to sell and the Purchaser agreed to purchase the Property on the terms and subject to the conditions set out therein;
- B. the Financing Condition Date was originally determined to be October 14, 2021, being twenty (20) days from the date of acceptance of the Purchaser Agreement;
- C. the Vendor and the Purchaser agreed to extend the Financing Condition Date and executed an amending agreement dated October 28, 2021 (the "**Amending Agreement**" and collectively with the Original Agreement, the "**Purchase Agreement**") extending the Financing Condition Date to October 28, 2021; and
- D. the Vendor and Purchaser wish to further extend the Financing Condition Date to November 12, 2021, extend the Outside Date to December 15, 2021 and provide further extension periods for the Outside Date at the discretion of the Vendor, all as further set out and subject to the terms of this Agreement.

**NOW THEREFORE** in consideration of the sum of \$10.00, the mutual covenants and agreements hereinafter contained and contained in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

#### 1. DEFINITIONS

All capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Purchase Agreement.

#### 2. EXTENSION OF FINANCING CONDITION DATE

The Vendor and the Purchaser acknowledge and agree that the Financing Condition Date is hereby extended from October 28, 2021 to November 12, 2021.

**3. EXTENSION OF OUTSIDE DATE**

The Vendor and the Purchaser acknowledge and agree that the Outside Date is hereby extended from November 30, 2021 to December 15, 2021.

**4. ADDITIONAL UNILATERAL EXTENSIONS OF OUTSIDE DATE**

The Vendor and the Purchaser acknowledge and agree that the Vendor, in its sole and absolute discretion, has twelve (12) successive options to unilaterally extend the Outside Date by a period of seven (7) days each, by delivering a written notice to this effect to the Purchaser on or before 5:00 p.m. MT on the Outside Date (as extended, as the case may be). In such event, the Vendor and the Purchaser acknowledge and agree that the Outside Date will be so extended for all of the purposes of the Purchase Agreement with no further written amendment required.

For the purposes of this section, and notwithstanding anything to the contrary in the Purchase Agreement, "written notice" herein shall include email or facsimile transmission given by the Vendor or the Vendor's solicitors to the Purchaser or the Purchaser's solicitors and shall be deemed to be delivered to the Purchaser at the time of delivery provided on the Vendor or Vendor's solicitors email or facsimile transmission, not upon the read receipt by the Purchaser or the Purchaser's solicitors.

**5. RATIFICATION OF PURCHASE AGREEMENT**

The Vendor and the Purchaser hereby ratify and confirm that all of the terms and conditions of the Purchase Agreement, as amended herein, are binding and in full force and effect.

**6. FURTHER ASSURANCES**

Each of the parties hereto shall, at the expense of the requesting party, execute and deliver such additional documents and instruments and shall perform such additional acts as may be reasonably necessary or appropriate in connection with this Agreement and all transactions contemplated by this Agreement to effectuate, carry out and perform all of the covenants, obligations, and agreements contained herein.

**7. SUCCESSORS AND ASSIGNS**

The provisions of this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

**8. APPLICABLE LAW**

This Agreement shall be construed and enforced in accordance with, and the rights of the parties hereto shall be governed by, the laws of the Province of Alberta and the laws of Canada applicable therein.

**9. COUNTERPARTS**

This Agreement may be executed and delivered in several counterparts or by electronic transmission and each such agreement or electronic transmission so executed shall be deemed to be an original and such counterparts together shall constitute one and the same document.

*[Remainder of page intentionally left blank; signature page follows]*

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement as of the date first written above.

**ARRIS HOMES LTD.**

by *Claudio Raimondi*  
Name: Claudio Raimondi  
Title: President

I have authority to bind the Corporation

**KSV RESTRUCTURING INC.**, solely in its capacity as court appointed trustee, receiver and manager of **STATION POINT DEVELOPMENTS LTD.** and not in its personal or corporate capacity

by *noah goldstein*  
Name: Noah Goldstein  
Title: Managing Director

I have authority to bind the Corporation

**THIRD AMENDING AGREEMENT**

**THIS SECOND AMENDING AGREEMENT** (the "**Agreement**") is dated effective November 12, 2021.

**BETWEEN:**

**KSV RESTRUCTURING INC. (formerly KSV Kofman Inc.),**  
solely in its capacity as court appointed trustee, receiver and manager of **STATION POINT DEVELOPMENTS LTD.** and not in its personal or corporate capacity

(the "**Vendor**")

- and -

**ARRIS HOMES LTD.**

(the "**Purchaser**")

**WHEREAS:**

- A. pursuant to an agreement dated September 24, 2021 (the "**Original Agreement**"), the Vendor agreed to sell and the Purchaser agreed to purchase the Property on the terms and subject to the conditions set out therein;
- B. the Financing Condition Date was originally determined to be October 14, 2021, being twenty (20) days from the date of acceptance of the Purchaser Agreement;
- C. the Vendor and the Purchaser executed amending agreements dated October 14, 2021 and October 28, 2021 (the "**Amending Agreements**" and collectively with the Original Agreement, the "**Purchase Agreement**") which, among other things, agreed to extend the Financing Condition Date to November 12, 2021; and
- D. the Vendor and Purchaser wish to further extend the Financing Condition Date to November 19, 2021, as further set out and subject to the terms of this Agreement.

**NOW THEREFORE** in consideration of the sum of \$10.00, the mutual covenants and agreements hereinafter contained and contained in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

**1. DEFINITIONS**

All capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Purchase Agreement.

**2. EXTENSION OF FINANCING CONDITION DATE**

The Vendor and the Purchaser acknowledge and agree that the Financing Condition Date is hereby extended from November 12, 2021 to November 19, 2021.

**3. RATIFICATION OF PURCHASE AGREEMENT**

The Vendor and the Purchaser hereby ratify and confirm that all of the terms and conditions of the Purchase Agreement, as amended herein, are binding and in full force and effect.

**4. FURTHER ASSURANCES**

Each of the parties hereto shall, at the expense of the requesting party, execute and deliver such additional documents and instruments and shall perform such additional acts as may be reasonably necessary or appropriate in connection with this Agreement and all transactions contemplated by this Agreement to effectuate, carry out and perform all of the covenants, obligations, and agreements contained herein.

**5. SUCCESSORS AND ASSIGNS**

The provisions of this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

**6. APPLICABLE LAW**

This Agreement shall be construed and enforced in accordance with, and the rights of the parties hereto shall be governed by, the laws of the Province of Alberta and the laws of Canada applicable therein.

**7. COUNTERPARTS**

This Agreement may be executed and delivered in several counterparts or by electronic transmission and each such agreement or electronic transmission so executed shall be deemed to be an original and such counterparts together shall constitute one and the same document.

*[Remainder of page intentionally left blank; signature page follows]*

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement as of the date first written above.

**ARRIS HOMES LTD.**

by *Claudio Raimondi*  
Name: Claudio Raimondi  
Title: President

I have authority to bind the Corporation

**KSV RESTRUCTURING INC.,** solely in its capacity as court appointed trustee, receiver and manager of **STATION POINT DEVELOPMENTS LTD.** and not in its personal or corporate capacity

by *noah goldstein*  
Name: Noah Goldstein  
Title: Managing Director

I have authority to bind the Corporation

## REVIVAL AND AMENDING AGREEMENT

**THIS REVIVAL AND AMENDING AGREEMENT** (the "**Agreement**") is dated effective November 25, 2021.

### **BETWEEN:**

**KSV RESTRUCTURING INC. (formerly KSV Kofman Inc.)**,  
solely in its capacity as court appointed trustee, receiver and manager of **STATION  
POINT DEVELOPMENTS LTD.** and not in its personal or corporate capacity  
(the "**Vendor**")

- and -

**ARRIS HOMES LTD.**  
(the "**Purchaser**" and, collectively with the Vendor, the "**Parties**")

### **WHEREAS:**

- A. pursuant to an offer to purchase dated September 24, 2021, as amended by an amending agreement dated October 14, 2021, a second amending agreement dated October 28, 2021 (the "**Second Amending Agreement**") and a third amending agreement dated November 12, 2021 (collectively, the "**Purchase Agreement**"), the Vendor agreed to sell and the Purchaser agreed to purchase the Property on the terms and subject to the conditions set out therein;
- B. the Vendor chose not to deliver written notice to the Purchaser that the Financing Condition had been waived or satisfied on or prior to the Financing Condition Date, and the Purchase Agreement was therefore terminated;
- C. the Parties wish to revive and amend the Purchase Agreement to extend both the Financing Condition Date and the Outside Date, as further set out and subject to the terms of this Agreement.

**NOW THEREFORE** in consideration of the sum of \$10.00, the mutual covenants and agreements herein contained and contained in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties covenant and agree as follows:

### **1. DEFINITIONS**

All capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Purchase Agreement.

### **2. REVIVAL**

Notwithstanding that the Purchase Agreement has been terminated, the Agreement is fully revived as of the date hereof and shall be in full force and effect, and the Parties confirm, ratify and approve all of the terms and conditions of the Purchase Agreement in all respects, subject only to the terms and amendments contained in this Agreement, and acknowledge that each is bound by and liable under the Purchase Agreement, as amended by this Agreement, as if the termination had not occurred.

**3. EXTENSION OF FINANCING CONDITION DATE**

The Vendor and the Purchaser acknowledge and agree that the Financing Condition Date is hereby extended from November 19, 2021 to December 3, 2021.

**4. EXTENSION OF OUTSIDE DATE**

The Vendor and the Purchaser acknowledge and agree that the Outside Date is hereby extended from December 15, 2021 to December 31, 2021. The Parties acknowledge and agree that such extension is not a unilateral extension by the Vendor pursuant to section 4 of the Second Amending Agreement, and that the Vendor still has 12 successive options to unilaterally extend the Outside Date by seven days each.

**5. FURTHER ASSURANCES**

Each of the Parties shall, at the expense of the requesting Party, execute and deliver such additional documents and instruments and shall perform such additional acts as may be reasonably necessary or appropriate in connection with this Agreement and all transactions contemplated by this Agreement to effectuate, carry out and perform all of the covenants, obligations, and agreements contained herein.

**6. SUCCESSORS AND ASSIGNS**

The provisions of this Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

**7. APPLICABLE LAW**

This Agreement shall be construed and enforced in accordance with, and the rights of the Parties shall be governed by, the laws of the Province of Alberta and the laws of Canada applicable therein.

**8. COUNTERPARTS**

This Agreement may be executed and delivered in counterparts or by electronic transmission and each such agreement or electronic transmission so executed shall be deemed to be an original and such counterparts together shall constitute one and the same document.

*[Remainder of page intentionally left blank; signature page follows]*



**IN WITNESS WHEREOF** the Parties have executed this Agreement as of the date first written above.

**ARRIS HOMES LTD.**

by *Claudio Raimondi*  
Name: Claudio Raimondi  
Title: President

I have authority to bind the Corporation

**KSV RESTRUCTURING INC.**, solely in its capacity as court appointed trustee, receiver and manager of **STATION POINT DEVELOPMENTS LTD.** and not in its personal or corporate capacity

by *noah goldstein*  
Name: Noah Goldstein  
Title: Managing Director

I have authority to bind the Corporation

## SECOND REVIVAL AND AMENDING AGREEMENT

THIS SECOND REVIVAL AND AMENDING AGREEMENT (the "**Agreement**") is dated effective December 6, 2021.

### BETWEEN:

**KSV RESTRUCTURING INC. (formerly KSV Kofman Inc.)**,  
solely in its capacity as court appointed trustee, receiver and manager of **STATION  
POINT DEVELOPMENTS LTD.** and not in its personal or corporate capacity  
(the "**Vendor**")

- and -

**ARRIS HOMES LTD.**  
(the "**Purchaser**" and, collectively with the Vendor, the "**Parties**")

### WHEREAS:

- A. pursuant to an offer to purchase dated September 24, 2021, as amended by an amending agreement dated October 14, 2021, a second amending agreement dated October 28, 2021, a third amending agreement dated November 12, 2021 and a revival and amending agreement dated November 25, 2021 (collectively, the "**Purchase Agreement**"), the Vendor agreed to sell and the Purchaser agreed to purchase the Property on the terms and subject to the conditions set out therein;
- B. the Vendor chose not to deliver written notice to the Purchaser that the Financing Condition had been waived or satisfied on or prior to the Financing Condition Date, and the Purchase Agreement was therefore terminated;
- C. the Parties wish to revive and amend the Purchase Agreement to extend the Financing Condition Date and provide an option for further extensions, as further set out and subject to the terms of this Agreement.

**NOW THEREFORE** in consideration of the sum of \$10.00, the mutual covenants and agreements herein contained and contained in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties covenant and agree as follows:

### 1. DEFINITIONS

All capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Purchase Agreement.

### 2. REVIVAL

Notwithstanding that the Purchase Agreement has been terminated, the Agreement is fully revived as of the date hereof and shall be in full force and effect, and the Parties confirm, ratify and approve all of the terms and conditions of the Purchase Agreement in all respects, subject only to the terms and amendments contained in this Agreement, and acknowledge that each is bound by and liable under the Purchase Agreement, as amended by this Agreement, as if the termination had not occurred.

**3. EXTENSION OF FINANCING CONDITION DATE**

The Vendor and the Purchaser acknowledge and agree that the Financing Condition Date is hereby extended from December 3, 2021 to December 31, 2021.

**4. ADDITIONAL UNILATERAL EXTENSIONS OF THE FINANCING CONDITION DATE**

The Vendor and the Purchaser acknowledge and agree that the Vendor, in its sole and absolute discretion, has twelve (12) successive options to unilaterally extend the Financing Date by a period of seven (7) days each, by delivering a written notice to this effect to the Purchaser on or before 5:00 p.m. MT on the Financing Condition Date (as extended, as the case may be). In such event, the Vendor and the Purchaser acknowledge and agree that the Financing Condition Date will be so extended for all of the purposes of the Purchase Agreement with no further written amendment required.

For the purposes of this section, and notwithstanding anything to the contrary in the Purchase Agreement, "written notice" herein shall include email or facsimile transmission given by the Vendor or the Vendor's solicitors to the Purchaser or the Purchaser's solicitors and shall be deemed to be delivered to the Purchaser at the time of delivery provided on the Vendor or Vendor's solicitors email or facsimile transmission, not upon the read receipt by the Purchaser or the Purchaser's solicitors.

**5. FURTHER ASSURANCES**

Each of the Parties shall, at the expense of the requesting Party, execute and deliver such additional documents and instruments and shall perform such additional acts as may be reasonably necessary or appropriate in connection with this Agreement and all transactions contemplated by this Agreement to effectuate, carry out and perform all of the covenants, obligations, and agreements contained herein.

**6. SUCCESSORS AND ASSIGNS**

The provisions of this Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

**7. APPLICABLE LAW**

This Agreement shall be construed and enforced in accordance with, and the rights of the Parties shall be governed by, the laws of the Province of Alberta and the laws of Canada applicable therein.

**8. COUNTERPARTS**

This Agreement may be executed and delivered in counterparts or by electronic transmission and each such agreement or electronic transmission so executed shall be deemed to be an original and such counterparts together shall constitute one and the same document.

*[Remainder of page intentionally left blank; signature page follows]*

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first written above.

**ARRIS HOMES LTD.**

by Claudio Raimondi  
Name: Claudio Raimondi  
Title: President

I have authority to bind the Corporation

**KSV RESTRUCTURING INC.**, solely in its capacity as court appointed trustee, receiver and manager of **STATION POINT DEVELOPMENTS LTD.** and not in its personal or corporate capacity

by noah goldstein  
Name: Noah Goldstein  
Title: Managing Director

I have authority to bind the Corporation