

IN CHAMBERS

MR. JUSTICE T.C. ZARZECZNY

BEFORE THE HONOURABLE

ON THURS DAY, THE 3<sup>RD</sup>  
DAY OF FEBRUARY,  
2011.

DEFENDANTS

LIBERTY MANOR DEVELOPMENTS LTD., DEDRIC J. ROBINSON, D. ROBINSON ASSETS INC., D. ROBINSON & ASSOCIATES INC., PATTISON MGM ARCHITECTURAL SERVICES LTD., KONSCIOUS CORP., G & J GP INC., QUOREX CONSTRUCTION LTD., 1488098 ALBERTA LTD., DANIEL CHAREST, SUZANNE CHAREST, DENIS GAGNON, LORRAINE GAGNON, PAUL ROCHON, WINNIE ROCHON, PAUL GUENETTE, MICHELINE GUENETTE, RICHARD GUNDON, CARMEN GUNDON, RICHARD BOUVIER, ALICE BOUVIER, MICHEL WOLFE, KAREN WOLFE, WILLIE COUTURE, RAYN COUTURE, AURELE DORAN, ISABELLE DORAN, GUY GOSSELIN, THERESE GOSSELIN, MARCEL ROY, SANDRA ROY, GARY DORAN, JOCELYNE DORAN, JEAN NICOLET, ELAINE NICOLET, ROGER COUTLARD, LOUISE COUTLARD, GERARD MAURE, LOUIS HERBERT, YVONNE HERBERT, ALFRED TOEWS, DORIS TOEWS, NORMAN DUFRESNE, LUCIE DUFRESNE, RAYMOND DALLAIRE, GISELE DALLAIRE, LEO ROBY, LORRAINE ROBY, NORMAN ROCHON, LINA ROCHON, RENE BOISVERT, RAYMOND BOISVERT, LORRAINE BOISVERT, EDNA BOISVERT, MICHAEL PARADIS, LISE PARADIS, CHARLES BOUCHARD, ROMEO LAVOIE, ROBERT LAMBERT, CECILE LAMBERT, TRACY BEAUDETTE, MICHEL BLAIS, NOBEL GABRIEL, REGINALD BOUCHARD, ANNETTE BOUCHARD, DANIEL LAVOIE, SIMON LAVOIE, LAURENT LAVOIE, GABRIEL BENOIT, LORRAINE BENOIT, 1020590 ALBERTA LTD., 966567 ALBERTA LTD. AND 1360109 ALBERTA LTD.,

AND:

PLAINTIFF

MORBANK FINANCIAL INC.,

BETWEEN:

IN THE QUEEN'S BENCH  
JUDICIAL CENTRE OF REGINA

PROVINCE OF SASKATCHEWAN  
CANADA

Q.B.G. No. 1256 of 2010

DUPLICATE ORIGINAL

**ORDER CONFIRMING SALE**

UPON THE APPLICATION of MacPherson Leslie & Tyerman LLP ("MLT"), the selling officer appointed pursuant to the Order of Mr. Justice T. C. Zarzeczny dated October 26, 2010 (the "Judicial Listing Order") and upon reading the Notice of Motion with proof of service thereof, Judicial Listing Order with proof of service thereof, copy of title to the mortgaged property, Affidavit of Dale Griesser, Certificate of Lawyer, Certificate of Search, and draft Order, all filed, and upon hearing counsel on behalf of the Plaintiff, and certain Defendants and interested parties.

IT IS HEREBY ORDERED AND ADJUDGED that the sale of the following land, namely:

Surface Parcel #161406547  
Reference Land Description: Block G, Plan 101875530, Extension 0  
(the "Mortgaged Land")

to 101148645 Saskatchewan Ltd. (the "Purchaser") for the sum of \$4,500,000, subject to certain adjustments and in accordance with the Contract of Purchase and Sale attached to this order as Schedule "A" (the "Sale Agreement") be and the same is hereby confirmed.

AND IT IS FURTHER ORDERED that the Purchaser shall be entitled to conduct a Phase Two Environmental Site Assessment (the "Phase II ESA") of the Mortgaged Land in accordance with the terms and conditions set out in the Sale Agreement.

AND IT IS FURTHER ORDERED that should the Purchaser not be wholly satisfied with the results of the Phase II ESA and, as a result, chooses not to proceed to close the Sale Agreement and purchase the Mortgaged Land, the Purchaser, upon providing the Listing Agent copies of the results and reports relating to the Phase II ESA, shall be and is hereby granted a first charge on the Mortgaged Land for the costs incurred by the Purchaser to conduct the Phase II ESA to a maximum of \$50,000 plus applicable taxes (the "ESA Charge"). The sum secured by the ESA Charge shall be paid to the Purchaser upon Court approval of any subsequent sale of the Mortgaged Land.

AND IT IS FURTHER ORDERED that the purchase price to be paid by the Purchaser may not be reduced by an amount greater than \$150,000 in accordance with condition (vii) of the Sale Agreement without further order of this Honourable Court.

AND IT IS FURTHER ORDERED that upon MLT filing a certificate with this Honourable Court, the Purchaser and the Registrar of the Saskatchewan Land Registry stating that the sale of the Mortgaged Land has closed substantially in accordance with the Sale Agreement, the Registrar of the Saskatchewan Land Registry shall cancel the existing Certificate of Title to the said land and issue a new Certificate of Title thereto in the name of the said purchaser, 101148645 Saskatchewan Ltd. 395 Maxwell Crescent, Regina, Saskatchewan, S4N 5X9, free and clear of all encumbrances, save and except the following:

(a) Interest # 146474668, being an easement in favour of Saskatchewan Power Corporation;

(b) Interest # 146474680, being an easement in favour of SaskEnergy Incorporated;

(c) Interest # 146474691, being an easement in favour of SaskEnergy Incorporated;

and

(d) Interest # 151715044, being an easement in favour of Saskatchewan Telecommunications.

AND IT IS FURTHER ORDERED that the Defendant, Liberty Manor Developments Ltd. and all persons claiming through or under it in possession of the land do deliver up such possession to the purchaser within five days from the service upon them of a copy of this Order. AND IT IS FURTHER ORDERED that the proceeds of the sale of the mortgaged lands be distributed as follows:

1. Payment of all property taxes to the date of possession.
2. Payment of the expenses of sale, as follows:

(a) To Avison Young Commercial Real Estate (Sask.) Ltd. the sum of \$173,250 being the Listing Agent's fee of \$157,500 plus GST and PST of \$15,750.

(b) To Remax Joyce Tourney, the sum of \$49,500, being the Co-Broker fee of \$45,000 plus GST and PST of \$4,500.

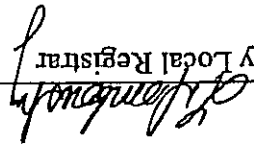
(c) To MLT, the fees and disbursements of MLT, in an amount fixed at \$12,000.00.

3. Payment to Morbank Financial Inc. of the amount due under the mortgage sued on herein, plus the solicitor-clients costs of Morbank Financial Inc. as may be agreed or assessed by the Court.

4. The balance to be paid into Court to be paid out upon further direction from the Court.

AND IT IS FURTHER ORDERED that a copy of this Order be served on the Defendants by service on their counsel of record or by registered mail.

ISSUED at the City of Regina, in the Province of Saskatchewan, this 14 day of February, 2011.

(L.S.)  
 Deputy Local Registrar  


This Order Confirming Sale was delivered by:

MacPherson Leslie & Tyerman LLP  
 1500 - 1874 Scarth Street  
 Regina, Saskatchewan  
 S4P 4E9

and the address for service is same as above.

Lawyer in charge of file: Conrad D. Hadubiak  
 Telephone: (306) 347-8400  
 Fax: (306) 352-5250

Consented to this \_\_\_\_\_ day of February, 2011.

Consented to this \_\_\_\_\_ day of February, 2011.

Richard T. Molaro, McKercher LLP  
Morbank Financial Inc.

Rodney J. Rath, Gerrard Rath Johnson  
Pattison MGM Architectural Services Ltd.

Consented to this \_\_\_\_\_ day of February, 2011.

Consented to this \_\_\_\_\_ day of February, 2011.

Diana K. Lee, Kanuka Thuringer LLP  
on behalf of Meyers Norris Penny

Ryan J. Laidlaw, McDougall Ganley LLP  
on behalf of 101148645 Saskatchewan Ltd.

Consented to this \_\_\_\_\_ day of February, 2011.

Consented to this \_\_\_\_\_ day of February, 2011.

Kenneth J. Karwandy, kmp Law  
on behalf of Konscious Corp.

Conrad D. Hadubiak, MacPherson Leslie & Tyerman LLP  
on behalf of G & J GP Inc. and 1488098 Alberta Ltd.

Buyer's initials:                     

Seller's initials:                     

and in the event said conditions have not been performed as of the 1 day of April 2011 and the purchase price shall be null and void. The change in the sale price includes the following additional terms, charges and/or fixtures listed on attached Schedule "A". The charges and fixtures have a value of \$                     and are free and clear of encumbrances other than those being assumed by the Buyer as set out above.

Buyer agrees to pay all monies on or before possession date or  the Buyer agrees to pay to the Seller (amount at the rate of 4 % per annum, on any portion of the purchase price, less mortgages or other encumbrances assumed, not received by the Seller, his/her Solicitor or his/her Brokerage as at the possession date, the interest to be calculated from the possession date, until monies are paid to the Seller or his/her Brokerage as at the possession date).

4. THE SELLER SHALL PAY ALL COSTS OF DISCHARGING ANY EXISTING MORTGAGE OR OTHER ENCUMBRANCES AGAINST THE PROPERTY, NOT ASSUMED BY THE BUYER.

5. This transaction of purchase and sale shall be closed on or before twelve noon the 2 day of May 2011 (herein referred to as the "possession date") on which date the Buyer shall have POSSESSION, vacant or subject to the following tenancy, namely: (if none, state "NONE") NONE

(b) (i) to (ix) See Attached: Schedule "A1" and "A2" which collectively set out the "environmental conditions".

(x) Queen's Bench Court approval within 21 calendar days of acceptance of Offer to Purchase.

1. This contract is made conditional upon the following:

(a) Buyer acknowledges that taxes, tax credits, payments and mortgage interest rate may be subject to revision.

(b) The Seller, or to the Buyer's Solicitor as the case may be,                      days before the possession date.

(c) \$4,450,000.00 (approx) balance of cash, to be paid subject to the adjustment being provided to the Seller's Solicitor or Brokerage of the Buyer.

\$4,500,000.00

\$50,000.00

Financing (if applicable)                     

(a) Price to be paid as follows:  cash, receipt of which by the Brokerage is hereby acknowledged and deposited within two business days of acceptance, to be held in trust, pending completion or other termination of this contract and to be credited on account of purchase money.

(b) This contract shall be subject to the approval of the Buyer of approval of a mortgage on the security of the property herein purchased in the amount and rate as herein described.

Four Million Five Hundred Thousand dollars

510 UNIVERSITY PARK DRIVE  
City of R.M. REGINA

having the following Address: 510 UNIVERSITY PARK DRIVE

encumbrances as are hereinafter expressly accepted for the sum of                     

the following: Surface Parcel 161406547 BLK G, Plan: 10187530

(Logal description of land purchased)

100-2550 12th Avenue  
Date Chosen:                       
Bus: 359-9799

300-2550 12th Avenue  
Date Chosen:                       
Bus: 359-9799

HEREBY OFFER TO PURCHASE from

REMAX JOYCE TOURNEY  
1350-2ND AVENUE  
SCOTT FREDERCHUK  
Bus: 791-7688

(Full Name of Buyer's Brokerage) (Address) (Salesperson) (Telephone)

195 Maxwell Crescent  
SAN X9  
Bus: (306) 352-5900

REMAX JOYCE TOURNEY  
1350-2ND AVENUE  
SCOTT FREDERCHUK  
Bus: 791-7688

(Full Name of Buyer's Brokerage) (Address) (Salesperson) (Telephone)

195 Maxwell Crescent  
SAN X9  
Bus: (306) 352-5900

City of R.M. REGINA

510 UNIVERSITY PARK DRIVE

having the following Address: 510 UNIVERSITY PARK DRIVE

encumbrances as are hereinafter expressly accepted for the sum of                     

4. THE SELLER SHALL PAY ALL COSTS OF DISCHARGING ANY EXISTING MORTGAGE OR OTHER ENCUMBRANCES AGAINST THE PROPERTY, NOT ASSUMED BY THE BUYER.

5. This transaction of purchase and sale shall be closed on or before twelve noon the 2 day of May 2011 (herein referred to as the "possession date") on which date the Buyer shall have POSSESSION, vacant or subject to the following tenancy, namely: (if none, state "NONE") NONE

Buyer's initials:                     

Seller's initials:                     

Association of Saskatchewan Realtors®  
CONTRACT OF PURCHASE AND SALE



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This contract is to be used only for properties of commercial nature, including farms, hotels, businesses, etc.

SCHEDULE "A"

MLS#

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BUYER'S SOLICITOR \_\_\_\_\_  
SELLER'S SOLICITOR \_\_\_\_\_

WITNESS \_\_\_\_\_  
WITNESS \_\_\_\_\_

SELLER \_\_\_\_\_  
SELLER \_\_\_\_\_  
SELLER \_\_\_\_\_

SIGNED, SEALED AND DELIVERED in the presence of \_\_\_\_\_  
IN WITNESS WHEREOF I have hereunto set my hand \_\_\_\_\_

DATED AT \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2010

I, the undersigned, do hereby certify that I/we are residents of Canada as defined under the provisions of Section 116 of The Income Tax Act and that I/we will provide satisfactory evidence of such residency. I/WE HEREBY CERTIFY that I/we are residents of Canada as defined under the provisions of Section 116 of The Income Tax Act and that I/we will provide satisfactory evidence of such residency. I/WE HEREBY CERTIFY that I/we are residents of Canada as defined under the provisions of Section 116 of The Income Tax Act and that I/we will provide satisfactory evidence of such residency.

**ACCEPTANCE AND DIRECTION TO PAY COMMISSION AND TAXES**

I/WE HEREBY ACCEPT the above Offer together with all conditions contained therein and covenant to carry out the sale on the terms and conditions above mentioned. I do further acknowledge my obligation to pay commissions and all applicable federal and provincial taxes to the Seller's Brokerage pursuant to the listing agreement with respect to the property. I/WE FURTHER HEREBY IRREVOCABLY AND UNCONDITIONALLY DIRECT AND AUTHORIZE MY/OUR SOLICITOR, as indicated by me/us below, or any other Solicitor acting on my/our behalf, to pay the aforesaid taxes and commissions, less the deposit hereby accepted, from the proceeds of the sale when receivable and this shall be and constitute my/our full and sufficient authority for so doing.

BUYER \_\_\_\_\_  
BUYER \_\_\_\_\_

WITNESS \_\_\_\_\_  
WITNESS \_\_\_\_\_

SIGNED, SEALED AND DELIVERED in the presence of \_\_\_\_\_  
IN WITNESS WHEREOF I have hereunto set my hand \_\_\_\_\_

DATED AT Regina, SK \_\_\_\_\_ this 21 day of December 2010

1. IT IS UNDERSTOOD AND AGREED that there are no other representations, warranties, guarantees, promises or agreements other than those contained in this contract and I hereby agree to purchase the above described property as it stands at the price and terms and subject to the conditions above set forth. **THIS SHALL BE OF THE ESSENCE OF THIS OFFER/CONTRACT.**
2. Upon acceptance of this offer within the time prescribed in Section 11, this contract shall constitute a binding contract of purchase and sale and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns.
3. By signing this offer the Buyer acknowledges having received and read the Brochure published by the Association of Saskatchewan REALTORS® entitled, "Agency Disclosure". The Buyer acknowledges having read and understood this Brochure, that it accurately describes the agreement with the Buyer's Brokerage, and that a copy of it has been received by the Buyer this date.
4. The Seller shall pay for the preparation of the Transfer of Title and the Buyer shall pay for the registration of Title under the Land Title Act. The costs related to any mortgage or other financing of the purchase price, other than an Agreement for Sale, shall be paid by the Buyer. Costs of any Agreement for Sale shall be borne equally by the Buyer and Seller.
5. This offer is open to acceptance by the Seller up to 5:00 p.m. on the 24 day of \_\_\_\_\_ 2010.
6. The Seller shall execute promptly any documents required to complete this transaction. The Seller shall execute all documents required to complete this transaction. The Seller shall execute all documents required to complete this transaction.
7. The Seller and Buyer agree to prepare and execute promptly any documents required to complete this transaction. The Seller shall execute all documents required to complete this transaction. The Seller shall execute all documents required to complete this transaction.
8. If this offer is accepted and the conditions in paragraph 1 above and the Buyer fails to execute the entire deposit and any other monies paid by the Buyer shall be forthwith returned to the Buyer.
9. If this offer is not accepted, the entire deposit and any other monies paid, without interest, shall be returned to the Buyer.
10. The Seller may continue to insure the property. The Buyer shall insure the property on and after possession.
11. The Seller shall maintain fire insurance coverage on the property until the possession date and, if on such date remains unpaid on the full purchase price. The Buyer is GST registered  yes  no (GST registration #103933396)

Each party shall be responsible for their own Federal and Provincial taxes. The Seller and Buyer are aware that (GST) may be payable as follows:

ADJUSTMENTS re: taxes, rent, insurance, utilities, expenses and other income and outgoing, to be made as at possession date, or

\_\_\_\_\_

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\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

306 352 5250

SELLER'S SIGNATURE \_\_\_\_\_

SELLER'S SIGNATURE \_\_\_\_\_

BUYER'S SIGNATURE \_\_\_\_\_

BUYER'S SIGNATURE \_\_\_\_\_

WITNESS \_\_\_\_\_

WITNESS \_\_\_\_\_

WITNESS \_\_\_\_\_

WITNESS \_\_\_\_\_

Continued on Schedule "A2"

maximum of \$50,000 plus applicable taxes.

shall grant the Buyer a first charge on the Lands for reimbursement of third party costs incurred in obtaining the two above items to a further edge of the Lands and the Buyer does not purchase the property pursuant to this Contract of Purchase and Sale, the Seller

(v) If the Buyer is not wholly satisfied with the results of the Ph2 ESA under the extent of the contamination along the central day cessation of environmental conditions and possession date.

(vi) In the event where the above-mentioned reports cannot be completed on or before April 1, 2011, the Seller will accept up to a 60 (sixty) day extension of the time period for the completion of the reports.

(vii) On or before April 1, 2011, the Buyer shall have collected, conducted and be satisfied, in its sole discretion, with its review and the results of any matters or documents generated at the request of Buyer relating to: title, land-use, zoning, development, building, municipal, provincial or federal regulation or other permits, agreements or laws affecting the Lands, area and boundaries of the Lands, soil and environmental matters and the state, condition, repair, suitability, availability, availability or terms and conditions of any of the (including and the feasibility and suitability of the Lands for the Buyer's intended use.

(viii) Whereas the Buyer and Seller are aware that the Lands are contaminated as set out in (vii), the Buyer will have until April 1, 2011 to analyze and investigate the extent of the contamination.

(ix) Whereas the Buyer and Seller are aware that the Lands are contaminated as set out in (vii), the Buyer will have until April 1, 2011 to analyze and investigate the extent of the contamination.

(x) Whereas the Buyer and Seller are aware that a Ph2 ESA has not been completed for the entire property, and in a requirement before development can proceed, the Seller allows the Buyer to conduct a full Ph2 ESA on or before March 1, 2011.

(xi) Whereas the Buyer and Seller are aware that a concrete anomaly (without area) has been left in the ground that requires 47 acres of the Lands made developable, the Buyer and Seller are aware that further investigative work must be completed to establish whether the concrete anomaly left in the ground has contaminated the adjacent soil, and determine the extent of said contamination. If the Ph2 ESA determines the concrete anomaly is not further contaminating the adjacent soil and poses no other environmental concerns or additional development concerns, the Buyer and Seller agree that there will be no remediation cost allowance for removing the anomaly. The Seller allows the Buyer to complete an investigation on or before April 1, 2011.

(xii) Whereas the Buyer and Seller are aware that a concrete anomaly (without area) has been left in the ground that requires 47 acres of the Lands made developable, the Buyer and Seller are aware that further investigative work must be completed to establish whether the concrete anomaly left in the ground has contaminated the adjacent soil, and determine the extent of said contamination. If the Ph2 ESA determines the concrete anomaly is not further contaminating the adjacent soil and poses no other environmental concerns or additional development concerns, the Buyer and Seller agree that there will be no remediation cost allowance for removing the anomaly. The Seller allows the Buyer to complete an investigation on or before April 1, 2011.

This is SCHEDULE "A1" annexed to and forming part of that certain Contract of Purchase and Sale/Exclusive Seller's Brokerage Contract (rele one), dated \_\_\_\_\_ 21 December 2010 and between \_\_\_\_\_ as Seller, \_\_\_\_\_ as Buyer, 101148615 Saskatchewan Ltd.

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Association of Saskatchewan REALTORS® SCHEDULE "A1"



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WBF-00123 Rev. 2007

_____	WITNESS
SELLER'S SIGNATURE	_____
_____	WITNESS
SELLER'S SIGNATURE	_____
_____	WITNESS
BUYER'S SIGNATURE	_____
_____	WITNESS
BUYER'S SIGNATURE	_____


vii) The Sale Price will be reduced by an amount equal to the remediation work required under the environmental reports conducted by the Buyer and mutually agreeable to both parties.

viii) The Buyer may assign this Agreement or the benefit of any covenants herein contained or any part thereof to an associated company without the prior consent of the Seller, but with notice of such assignment to the Seller, and, upon such assignment, the Buyer shall be deemed to have been released of and from all obligations and liabilities hereunder.

ix) The Buyer (and its duly authorized representatives) shall be entitled to have access to the Lands for the purpose of conducting soil tests, test borings, test excavations, surveys, measurements, elevations and other similar tests.

This is SCHEDULE "A2" annexed to and forming part of that certain Contract of Purchase and Sale/Exclusive Seller's Brokerage Contract (circle one), dated 21 (December) 20 (10) and between 101148643 Saskatchewan Ltd. as Buyer, and 101148643 Saskatchewan Ltd. as Seller.

Association of Saskatchewan REALTORS®  
**SCHEDULE "A2"**  
 Developed & Provided by the Association of Saskatchewan REALTORS®, Revised Jan. 1, 2007



WITNESS \_\_\_\_\_

WITNESS \_\_\_\_\_

Dated at 11:41 a.m. the 3<sup>rd</sup> day of February 2011

WITNESS \_\_\_\_\_

WITNESS \_\_\_\_\_

Dated at 3:45 a.m. the 2<sup>nd</sup> day of February 2011

WITNESS \_\_\_\_\_

WITNESS \_\_\_\_\_

ALL OTHER TERMS AND CONDITIONS CONTAINED IN THE SAID CONTRACT/OFFER REMAIN THE SAME AND IN FULL FORCE AND EFFECT.

- (a) The Buyer hereby confirms that financing has been arranged to effect the purchase and condition 1(a) of the agreement for the benefit of the Buyer is hereby satisfied;
- (b) The Buyer hereby increases the Deposit from Fifty Thousand Dollars (\$50,000.00) to Two Hundred and Fifty Thousand Dollars (\$250,000.00); and
- (c) Condition (vii) of the Environmental Conditions contained at Schedule "A2" of the Purchase Agreement is hereby amended by deleting the phrase "and mutually agreeable to both parties" and by adding the following sentence at the end of the amended provision: "Notwithstanding the foregoing, the Buyer and the Seller acknowledge and agree that in the event that the purchase price has to be reduced by an amount greater than One Hundred and Fifty Thousand Dollars (\$150,000) as a result of the findings from the environmental reports, the Seller will be required to obtain the further approval of the Court of Queen's Bench."

With respect to the above-mentioned property, the Buyer and Seller hereby agree as follows:

Legal Description: Surface Parcel 161406547; Block G; Plan 101875530

Address: 510 University Park Drive Regina, SK

BUYER 10148645 Saskatchewan Ltd.

AND Mani Prasad, Leslie & Tyronne LLP in  
 (agreement with the Court of Queen's Bench)

SELLER for said parcel

DATED December 21, 2010

(ORIGINAL DATE OF CONTRACT OF PURCHASE AND SALE)

Association of Saskatchewan REALTORS®

AMENDMENT TO COMMERCIAL CONTRACT OF PURCHASE AND SALE

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