

COURT FILE NO. 2501-06120

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

Clerk's Stamp

APPLICANTS **IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED**

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
SUNTERRA FOOD CORPORATION, TROCHU MEAT PROCESSORS LTD.,
SUNTERRA QUALITY FOOD MARKETS INC., SUNTERRA FARMS LTD.,
SUNWOLD FARMS LIMITED, SUNTERRA BEEF LTD., LARIAGRA FARMS LTD.,
SUNTERRA FARM ENTERPRISES LTD., SUNTERRA ENTERPRISES INC.**

DOCUMENT **AFFIDAVIT OF RON GHITTER OF CERTUS DEVELOPMENTS INC.**

ADDRESS FOR SERVICE	McLENNAN ROSS LLP	Lawyer: James P. Flanagan
AND CONTACT	#1900 Eau Claire Tower	Telephone: (403) 303-9102
INFORMATION OF	600 – 3 rd Avenue SW	Fax: (403) 303-1659
PARTY FILING THIS	Calgary, AB T2P 0G5	Email: jamie.flanagan@mross.com
DOCUMENT		File No.: 20261341

AFFIDAVIT OF RON GHITTER, SWORN ON THE 26th DAY OF OCTOBER, 2026

I, Ron Ghitter, of the City of Calgary, in the Province of Alberta, swear and say that:

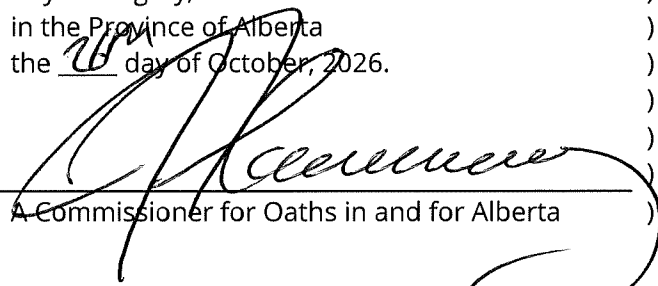
1. I am a Director of Certus Developments Inc. ("**Certus**") and as such have personal knowledge of the facts and matters hereinafter deposed to, except where based on information and belief or where based on the normal business records of Certus, in which case I verily believe them to be true. I am authorized by Certus to swear this Affidavit.
2. On June 30, 2026 Certus entered into an Agreement of Purchase and Sale with Store Properties Limited ("**SPL**") for the purchase of the lands located at 5005 Elbow Drive SW and 803 49th Avenue SW, Calgary (referred to herein as "**Britannia Plaza**"). The defined Closing Date is 1:00 pm on October 30, 2026. Attached hereto and marked as **Exhibit "A"** to this my Affidavit is a copy of the first two pages and the execution page of the Agreement of Purchase and Sale. The balance of the Agreement is not relevant to this application, including the financial terms.
3. When the Agreement of Purchase and Sale was entered into, I was aware that Sunterra Quality Food Markets Inc. ("**SQFMI**") was a tenant in Britannia Plaza.

4. SPL provided Certus with a copy of the July 1, 2026, Lease Revival and Amending Agreement entered into between SPL and SQFMI. Attached hereto and marked as **Exhibit "B"** to this my Affidavit is a copy of the Amending Agreement. Under the Amending Agreement, the term of the lease between SPL and SQFMI expires on October 31, 2026.
5. On July 30, 2026, SPL gave SQFMI notice of the sale of the property effective October 31, 2026. SPL provided Certus with a copy. Attached hereto and marked as **Exhibit "C"** to this my Affidavit is a copy of the Notice. In the Notice, SPL advised SQFMI to communicate with me regarding the lease of Britannia Plaza.
6. On August 4, 2026, I emailed Chris Alladin and Ray Price of SQFMI advising them that vacant possession was expected on October 31, 2026. Attached hereto and marked as **Exhibit "D"** to this my Affidavit is a copy of my email.
7. On August 27, 2026, I with Mr. Chris Alladin, a senior VP with SQFMI, and reiterated what I had said in my August 4 email, that vacant possession was expected on October 31, 2026 and requested that he keep me informed about the plans of SQFMI to remove the inventory and equipment from the leased premises.
8. On September 9, 2026, Mr. Price of Sunterra met me at the Certus office. In our meeting, I made it clear to Mr. Price that vacant possession was to be delivered by October 31, 2026. To my surprise, especially after he had come to my office for a meeting, Mr. Price responded to me that Certus had no standing to make any requests under the lease as the lease was still with SPL.
9. In light of the assertion by Mr. Price that Certus did not have any standing to make any directions under the lease, I contacted Jim Jenkins of SPL to provide the notice. Since SPL was the landlord at this time, Mr. Jenkins agreed to provide the notice. On September 15, 2026, SPL gave written notice to SQFMI that vacant possession was required on October 31, 2026. Attached hereto and marked as **Exhibit "E"** to this my Affidavit is a copy of the September 15, 2026 notice from SPL.
10. I fully expected SQFMI to vacate by October 31, 2026. We only became aware that SQFMI had other intentions when we were provided the October 20 Affidavit of Neil Narfason. I was shocked when I read paragraph 22 of his Affidavit and the comment he made that a month to month tenancy had been agreed to with the landlord of Britannia Plaza. I immediately contacted Jim Jenkins of SPL who advised me that SPL had not made any such agreement. Certus will become the landlord after closing on October 30 and Certus never agreed to any extension of the lease beyond October 31, 2026. Mr Narfason's comments are completely false. Certus has not and will not agree to any extension of the lease. Certus needs vacant possession by the end of day on October 31, 2026.
11. Certus has already concluded a new lease with a new tenant for Britannia Plaza. I have not included a copy of the new lease as an exhibit to this Affidavit because we agreed with the new tenant that we would keep the identity of the new tenant confidential and the financial terms of the new lease are not relevant.

12. Under the new lease, Certus has significant construction obligations, known as the Landlord's Work, prior to providing the new tenant with possession of the leased premises. The work that Certus must perform includes both interior work and exterior work.
13. The interior work requires Certus to effectively demolish and remove everything within the interior. This includes the following: Removing all flooring to the concrete slab, removing all ceilings and lighting (other than emergency lighting), removal off all shelving and millwork, removal of all décor, removal off all equipment and fixtures, removal of all coolers and freezer boxes, doors and coils, repairs to staff area and stairs, patching and priming off all interior walls, new door frames and new automatic doors, removal of all ventilation hoods, installation of water and gas shut off valves within premises, installation of separate water and gas meters for the leased premises, and the removal of the existing HVAC system and the installation of a new HVAC system.
14. The exterior work includes the following: new roofing on portions of the roof above the leased premises, new soffits, repairs to roof drains, façade and walls, exterior painting, replacement of insulated glass, repairs to exterior bricks, window gaskets and metal panels, top coat asphalt to certain areas, removal of planter boxes and repairs to concrete and asphalt, repairs to wood and chain link fence, construction of support structures within the wall cavities for exterior signage, parking signage and new parking validation system, replacement of exterior doors, replacement of loading dock equipment components, and inspection and repair of sprinkler heads, water lines and drains.
15. All of the interior and exterior work must be done while the property is vacant. All of these tasks will take a significant amount of time and coordination. Under the new lease, the interior work must be completed by March 1, 2027 in order to give possession of the premises to the new tenant so that the new tenant can then begin with its own tenant improvements. That only give Certus four months to complete the work.
16. The work is scheduled to start on November 1, 2026. The locks will be changed, the existing Sunterra signage removed and the HVAC consultant will begin the process of determining the appropriate new HVAC system. Then the interior demolition work begins. Certus needs the entire four months to ensure that it can complete the interior work in order to hand over the premises to the new tenant. There can be no delay to the start of construction as it will impact the ability of Certus to hand over the premises to the new tenant on time. Certus risks being in default under its new lease if it does not start the demolition and construction immediately.
17. SQFMI has had ample time to arrange its affairs to remove the inventory and assets from the leased premises. As indicated above, it was given notice on July 30, August 4, August 27, September 9 and September 15 that vacant possession was required by October 31, 2026. SQFMI has failed to conduct its affairs with the diligence required to comply with its contractual obligation.
18. If SQFMI has not vacated the premises by the end of the day on October 31, 2026, Certus requests that this Court permit Certus to immediately take possession of the leased premises, including changing the locks.

19. I swear this Affidavit in support of the application of Certus for an Order that any stay of proceedings does not apply to the lease that SQFMI has for Britannia Plaza and in the event that SQFMI does not provide vacant possession of the leased premises by the end of day on October 31, 2026, then Certus is at liberty to take possession, including changing the locks.

SWORN BEFORE ME at the
City of Calgary,
in the Province of Alberta
the 26th day of October, 2026.


A Commissioner for Oaths in and for Alberta

James P. Flanagan
Barrister & Solicitor


RON GHITTER

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT is made as of the 30th day of June, 2026 (the "**Effective Date**").

BETWEEN:

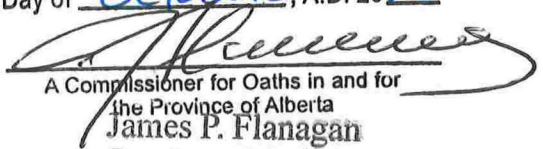
CERTUS DEVELOPMENTS INC.
(the "**Purchaser**")

AND:

STORE PROPERTIES LIMITED
(the "**Vendor**")

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

RON GHITTER
Sworn before me this 28th
Day of OCTOBER, A.D. 2026


A Commissioner for Oaths in and for
the Province of Alberta
James P. Flanagan
Barrister & Solicitor

WHEREAS:

- A. The Vendor is the registered owner of those lands and premises having the civic address of 5005 Elbow Drive SW, 803 to 807 49th Avenue SW, and, as to an undivided 49.4% interest, 820 – 50th Avenue SW Calgary, Alberta as more particularly described as in Schedule "A" attached hereto (collectively, the "**Lands**");
- B. The Purchaser wishes to purchase the Property (as defined herein) from the Vendor and the Vendor has agreed to sell the Property to the Purchaser for the Purchase Price upon the terms and conditions herein set forth.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. DEFINED TERMS

- 1.1 In this Agreement, the following terms, unless otherwise expressly provided herein or unless the context otherwise requires, shall have the following respective meanings:
 - (a) "**Adjustment Date**" means 11:59 pm October 31, 2026;
 - (b) "**Agreement**" means this Agreement of Purchase and Sale and all schedules and instruments supplementary or ancillary hereto; and the expression "Section", "Article" or "Schedule" followed by a number or letter, respectively, means and refers to the specified Section, Article or Schedule of this Agreement;
 - (c) "**Applicable Laws**" means, with respect to any person, property, transaction or event, all laws, by-laws, rules, regulations, orders, judgments, decrees, decisions or other requirements having the force of law relating to or applicable to such Person, property, transaction or event;
 - (d) "**Approved Contracts**" has the meaning set forth in Section 18.3;
 - (e) "**Balance**" has the meaning set forth in Section 3.1(b);

- (f) **"Buildings"** means, the buildings, erections, improvements and other structures situate on the Lands;
- (g) **"Business Day"** or **"Business Days"** means Monday to Friday inclusive of each week, excluding days which are statutory holidays in the Province of Alberta and days when the Land Titles Office is closed for business;
- (h) **"Claims"** means all past, present and future claims, notices, suits, proceedings, liabilities, obligations, losses, damages, penalties, judgments, costs, expenses, fines, disbursements, legal fees on a client and solicitor basis, interest, demands and actions of any nature or any kind whatsoever; and **"Claim"** means any one of such Claims;
- (i) **"Closing"** means the completion of the purchase and sale transaction hereunder, including without limitation, the payment of the Purchase Price and the delivery of the Closing Documents;
- (j) **"Closing Date"** means 1:00 (MT) on October 30, 2026;
- (k) **"Closing Documents"** has the meaning set forth in Section 16.2;
- (l) **"Confidential Information"** means this Agreement, its terms and all information, documentation and records obtained from the Vendor or its employees, consultants, agents, advisors or solicitors with respect to the Property (including without limitation, the Property Documents) as well as any information arising out of the Purchaser's access to the Vendor's records and the Property and its due diligence with respect thereto;
- (m) **"Co-Owners Agreement"** means the Britannia Parking Lot Co-Owners Agreement between 1076581 Alberta Ltd. and Store Properties Limited made as of November 9, 2021, as amended by an amending agreement dated February 20, 2025;
- (n) **"Deposit"** shall mean the amount of \$250,000, paid in accordance with Section 3.1;
- (o) **"Effective Date"** means June 30, 2026;
- (p) **"Estoppel Certificates"** means the estoppel certificates to be obtained from the tenants of the Property and which are to be in the form that is set out in the applicable tenant's Lease. Where a tenant's Lease does not contain a form of estoppel certificate, the estoppel certificate is to be in a form acceptable to the Purchaser's lender, acting reasonably;
- (q) **"Governmental Authority"** means any federal, provincial or municipal government, parliament, legislature, or any regulatory authority, agency, ministry, department, commission or board or other representative thereof, or any political subdivision thereof, or any court or (without limitation to the foregoing) any other law, regulation or rule-making entity, having jurisdiction over the relevant circumstances, or any person acting under the authority of any of the foregoing (including, without limitation, any arbitrator);
- (r) **"GST"** means goods and services tax payable under the *Excise Tax Act* (Canada);
- (s) **"Holdback Conditions"** has the meaning set forth in Section 6.2;
- (t) **"Holdback Condition Date"** shall mean December 31, 2027;
- (u) **"Land Titles Office"** means the Alberta Land Titles Office;

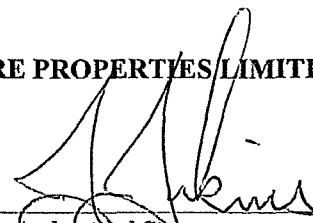
IN WITNESS WHEREOF, the parties hereto have executed this Agreement of Purchase and Sale as of the day and year first above written.

CERTUS DEVELOPMENTS INC.

Per: 
Authorized Signatory

Per: _____
Authorized Signatory

STORE PROPERTIES LIMITED

Per: 
Authorized Signatory

Per: _____
Authorized Signatory

[Signature page to Agreement of Purchase and Sale]

LEASE REVIVAL AND AMENDING AGREEMENT

THIS AGREEMENT is made effective as of the 1st day of July, 2026.

BETWEEN:

STORE PROPERTIES LIMITED

(the "Landlord")

- and -

SUNTERRA QUALITY FOOD MARKETS INC.

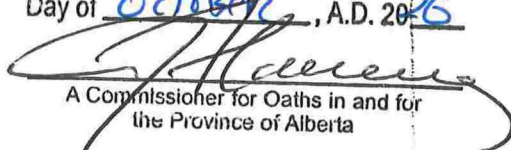
(the "Tenant")

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

RON CHATTER

Sworn before me this 26th

Day of OCTOBER, A.D. 2026


A Commissioner for Oaths in and for
the Province of Alberta

James P. Flanagan
Barrister & Solicitor

RECITALS:

- A. pursuant to a lease dated January 15, 1996 (as amended, extended, assigned and otherwise modified from time to time, the "Lease"), the Landlord agreed to lease to the Tenant certain premises comprising twelve thousand (12,000) square feet (the "Premises") as more particularly described in the Lease in the building commonly known as "Sunterra Building" and located at 5005 Elbow Drive SW & 803-49th Ave. SW, Calgary, Alberta, all upon and subject to the terms and conditions more particularly set out in the Lease;
- B. pursuant to a letter dated December 29, 2025 (the "Letter"), the Landlord consented to the Tenant continuing to occupy the Premises after the expiration of the then current term of the Lease, being December 31, 2025, in accordance with Section 17.10 of the Lease, all upon and subject to the terms and conditions more particularly set out in the Letter; and
- C. the Landlord and the Tenant wish to revive the Lease and amend certain provisions of the Lease pursuant to the terms set out in this lease revival and amending agreement (the "Agreement").

NOW THEREFORE, in consideration of the mutual covenants and agreements of the parties herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the parties agree as follows:

1. Defined Terms

Except as otherwise stated herein, all words and phrases defined in the Lease will have the same meanings herein as are given to such words and phrases in the Lease.

2. Term

Upon the effective date of this Agreement (the "Revival Date"), the Lease shall be deemed revived and restored to full force and effect as if no termination, expiration or lapse had occurred. The term of the revived Lease (the "Revived Term") shall commence on July 1, 2026 and shall expire on

October 31, 2026, unless sooner terminated in accordance with the terms and conditions of the Lease.

3. Rent and Other Payments

- (a) The Minimum Rent payable during the Revived Term shall be \$20.00 per square foot of Gross Leasable Area (\$240,000.00 per annum; \$20,000.00 per month).
- (b) The Tenant shall continue payment of Minimum Rent, Additional Rent and all other amounts under the Lease on the Revival Date, and all such payments shall be made in accordance with the payment terms of the Lease. For greater certainty, the Tenant shall continue to pay to the Landlord \$50.00 per month for the use of one (1) parking stall in the Parking Areas, as more particularly set out in the Lease.

4. Parking

 The Tenant acknowledges and agrees that effective on the Revival Date it shall surrender to the Landlord seven (7) parking stalls in the Parking Areas which were previously assigned to the Tenant pursuant to the Lease.

5. No Year-to-Year Tenancy

The Landlord and the Tenant acknowledge and agree that a tenancy from year-to-year shall not be created by implication of law by virtue of the Letter, this Agreement or any other agreement between the parties hereto.

6. Effect of Revival and Amendment

- (a) All terms, covenants, conditions and obligations of the Lease, as they existed immediately prior to the termination, expiration or lapse of the term of the Lease, shall remain in full force and effect during the Revived Term without modification, except as may be expressly amended by this Agreement, which is supplemental thereto. For the avoidance of doubt, any rights, obligations or liabilities that accrued under the Lease prior to the Revival Date shall survive and remain enforceable during and after the Revived Term.
- (b) The Landlord and the Tenant acknowledge and agree that the revival of the Lease shall not constitute a new lease or a renewal, but rather a continuation and restoration of the Lease for the duration of the Revived Term. Nothing in this provision shall be construed to release either party from any default existing as of the Revival Date, and any such default shall continue to be subject to the remedies available under the Lease.

7. Successors and Assigns

This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and assigns.

8. Entire Agreement

This Agreement constitutes the entire agreement between the parties in connection with the subject matter hereof.

9. Power and Capacity

The Landlord and the Tenant covenant, represent and warrant to each other that they have the power, capacity and authority to enter into this Agreement and to perform its obligations hereunder and that there are no covenants, restrictions or commitments given by it which would prevent or inhibit it from entering into this Agreement.

10. Execution and Delivery

This Agreement may be executed electronically (including by way of DocuSign) in counterparts and delivered by electronic mail in Portable Document Format (PDF) each of which upon execution and delivery shall be deemed an original and when taken together shall constitute one and the same instrument.

(remainder of page intentionally left blank, signature page to follow)

IN WITNESS THEREOF the parties hereto have caused this Agreement to be executed as of the date and year first above written.

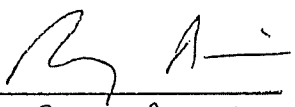
TENANT:

SUNTERRA QUALITY FOOD MARKETS INC.

Per: _____

Name:

Title:


RAY PRICE
DIRECTOR

Per: _____

Name:

Title:

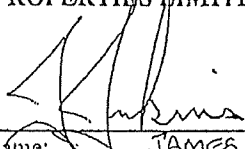
LANDLORD:

STORE PROPERTIES LIMITED

Per: _____

Name:

Title:


JAMES JENKINS
PRESIDENT

Per: _____

Name:

Title:

STORE PROPERTIES LIMITED
203-5005 ELBOW DR. S.W.
CALGARY, AB
T2S 2T6

PHONE (403) 255-6753
"jenkins@jayjen.ca"

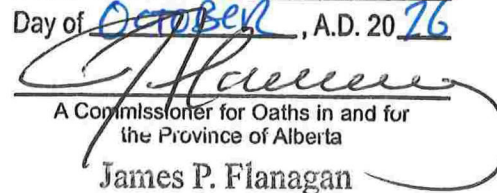
July 30, 2026

R. Price

Ray.price@sunterra.ca

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

RON GHITTER
Sworn before me this 7th
Day of OCTOBER, A.D. 20 26


A Commissioner for Oaths in and for
the Province of Alberta

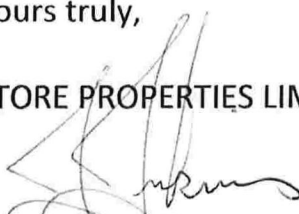
James P. Flanagan
Barrister & Solicitor

Dear Sir:

Please be advised that we have completed an unconditional sale of the building in which Sunterra is a tenant at 5005 Elbow Drive S.W. and 803-49 Ave. S.W. Calgary to Certus Developments Inc. with a closing date as at October 31, 2026.

Any future communications relating to the Sunterra lease must now be directed to Certus at 401-3007-14 St. S.W. Calgary T2T 3V6 to the attention of Ron Ghitter (ghitter@icloud.com). Phone number (403) 245-2080.

Yours truly,


STORE PROPERTIES LIMITED

James H. Jenkins
President

j/

cc: Chris Alladin (chris.alladin@sunterra.ca)

cc: FTI Consulting (sunterra@fticonsulting.com)

cc: Harris and Partners (hello@harrispartners.ca)

From: "Ronald D. Ghitter" <ghitter@icloud.com>
Subject: Store Properties sale to Certus Developments Inc
Date: August 4, 2026 at 11:40:00 AM MDT
To: ray.price@sunterra.ca, chris.alladin@sunterra.ca, sunterra@fticonsulting.com, hello@harrispartners.ca
Cc: JIM JENKINS <Jim.Jenkins@shaw.ca>
Bcc: Jim Mitchell <certusj@me.com>

Notification;

As you have been made aware, Certus Developments Inc. ("Certus") is under contract to purchase the building and parking lot at 5005 Elbow Drive S.W. and 803-49th Ave. S.W.

With closing scheduled for October 30 2026

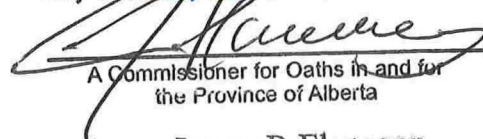
We are presently in the process of retaining a firm to seek a new tenant for the premises which is currently being leased to Sunterra Quality Food Markets Inc. As you are further aware, the term of the leased dated January 15, 1996, as amended and extended, assigned and otherwise modified from time to time. between Sunterra and Store Properties Limited is set to expire on October 31, 2026

Please ensure that vacant possession of the leased premises will be delivered in accordance with the lease by October 31, 2026

Under our agreement with Store Properties Limited as of the date hereof all future discussions with Sunterra relating to the leased premises must be directed to Certus at 3007-14th St S.W. Calgary T2T3V6 to the attention on Ron Ghitter at Ghitter@icloud.com, phone 403-2452080, with a copy to Store Properties Limited 5005 Elbow Drive Calgary T2S2T6 and Jim Jenkins at Jim.jenkins@shaw.ca A representative from Store Properties Limited must be in attendance in any future discussions between Certus and Sunterra

Certus Developments Inc.
Per
Ron Ghitter
Chairman

This is Exhibit "D" referred to in the
Affidavit of
RON GHITTER
Sworn before me this 7th
Day of OCTOBER, A.D. 2026


A Commissioner for Oaths in and for
the Province of Alberta

James P. Flanagan
Barrister & Solicitor

STORE PROPERTIES LIMITED
203-5005 ELBOW DR. S.W.
CALGARY, AB
T2S 2T6

PHONE (403) 255-6753
"jenkins@jayjen.ca"

NOTICE OF EXPIRATION OF LEASE
(the "Notice")

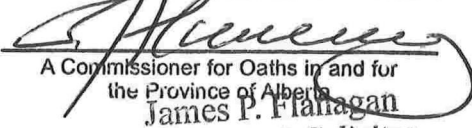
September 15, 2026

TO: Sunterra Quality Food Markets Inc. (the "Tenant")
200, 1851 Sirocco Drive SW
Calgary, Alberta T3H 4R5
Att: Mr. C. Alladin, President
Cc Mr. R. Price

This is Exhibit "E" referred to in the
Affidavit of
RON SHITTER
Sworn before me this 26
Day of OCTOBER, A.D. 2026

BY HAND DELIVERY

FROM: Store Properties Limited (the "Landlord")


A Commissioner for Oaths in and for
the Province of Alberta
James P. Flanagan
Barrister & Solicitor

RE: Lease dated January 15, 1996 (as amended, extended, assigned and otherwise modified from time to time, the "Lease") between the Landlord and the Tenant, with respect to certain premises located on the main floor of building commonly known as "Sunterra Building" and located at 5005 Elbow Drive and 903 – 49th Avenue SW, Calgary, Alberta

AND RE: Letter dated December 29, 2025 (the "Holdover Letter"), delivered to the Tenant by the Landlord regarding tenancy continuing on a month-to-month basis

-
1. Each of the capitalized terms in this Notice has the same meaning as defined in the Lease unless the context otherwise requires or unless otherwise indicated herein.
 2. The Landlord acknowledges and agrees that pursuant to the Holdover Letter the Landlord consented to the Tenant continuing to occupy the Premises after the expiration of the then current term of the Lease, being December 31, 2025, on a month - to - month basis, all in accordance with Section 17.10 of the Lease (the "Holdover Term").

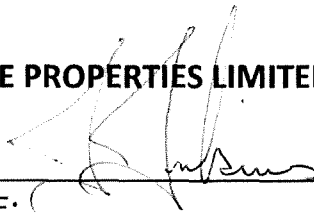
STORE PROPERTIES LIMITED
203-5005 ELBOW DR. S.W.
CALGARY, AB
T2S 2T6

PHONE (403) 255-6753
"jenkins@jayjen.ca"

3. The Landlord hereby notifies the Tenant that the Holdover Term will expire on October 31, 2026 (the "**Expiry Date**") and that the Tenant shall deliver vacant possession of the Premises to the Landlord on the Expiry Date.
4. If the Tenant does not deliver vacant possession of the Premises to the Landlord on the Expiry Date, the Landlord reserves the right to take action for recovery of possession of the Premises, in accordance with Section 17.10 of the Lease.
5. If the Tenant wishes to schedule a walk-through of the Premises with the Landlord prior to the Expiry Date to confirm its restoration obligations under the Lease including, without limitation, as set out in the Section 13.2 of the Lease, it may do so by providing the Landlord not less than five (5) business days written notice.
6. Should the Landlord or any of its representatives have discussions with the Tenant after delivery of this Notice, such discussions will be without prejudice to all Landlord's rights under the Lease, at law and in equity.

Effective as of the date first written above.

STORE PROPERTIES LIMITED

PER:  _____

NAME:

TITLE:

I have the authority to bind the Corporation