

**THIS INDENTURE** made at the City of St. John's, in the Province of Newfoundland and Labrador, Canada, this 20<sup>th</sup> day of October, 2017

**BETWEEN:**

**JEROME POWER CONTRACTING LTD.**, a body corporate duly incorporated under the laws of the Province of Newfoundland and Labrador,

(Hereinafter called the "Vendor"  
of the one part)

**AND:**

**DANIELLE CROTTY**, of the Town of Conception Bay South, in the Province of Newfoundland and Labrador,

(Hereinafter called the "Purchaser"  
of the other part)

**WITNESSETH** that for and in consideration of the sum of **Three Hundred Fifty-Six Thousand Five Hundred Twenty-One and Seventy-Four Dollars (\$356,521. 74) plus HST**, paid by the Purchaser to the Vendor on or before the execution of these presents (the receipt whereof on the part of the Vendor is hereby acknowledged) the Vendor as beneficial owner hereby sells, assigns, transfers and conveys unto the Purchaser **ALL THAT** piece or parcel of land situate, lying and being at Civic No. 1-3 Burdrew Place, in the Town of Conception Bay South, in the Province of Newfoundland and Labrador, and being more particularly described in Schedule "A" hereto annexed, which Schedule "A" forms part and parcel of these presents **TOGETHER WITH** all buildings and erections thereon **TO HOLD** the same unto the Purchaser, absolutely and forever.

IN WITNESS WHEREOF the Corporate Seal of the Vendor was hereunto affixed in  
accordance with its rules and regulations in that behalf the day and year first before written.

THE CORPORATE SEAL of the  
Vendor was hereunto affixed in  
the presence of:

  
\_\_\_\_\_

**STEPHEN E. BARNES**  
Barrister, Solicitor & Notary

] **JEROME POWER CONTRACTING LTD.**

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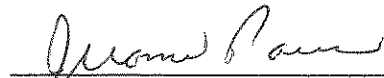
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**JEROME POWER**

**DESCRIPTION  
CIVIC NO. 1-3  
BURDREW PLACE**

**ALL THAT** piece or parcel of land situate and being on the South side of Burdrew Place, Kelligrews, in the Town of Conception Bay South, in the Province of Newfoundland & Labrador, Canada, bounded and abutted as follows, that is to say: Beginning at a point, the said point having T.M. Grid Co-ordinates (NAD 83) of N 5,261,808.440 m and E 304,702.296 m with reference to Monument No. 96G6128 with Co-ordinates of N 5,262,485.329 m and E 304,702.324 m;

**THENCE** running along the Southern limits of Burdrew Place North seventy six degrees forty four minutes twenty one seconds East thirty one decimal two seven eight metres;

**THENCE** turning and running along the Northwestern limits of Middle Bight Road South fourteen degrees thirty minutes zero seven seconds West forty five decimal one two one metres;

**THENCE** turning and running by land of Now or Formerly Hubert Butler South seventy six degrees forty four minutes twenty one seconds West fifteen decimal four nine nine metres;

**THENCE** turning and running by Civic No. 5-7 Burdrew Place North zero five degrees forty seven minutes zero eight seconds West forty decimal two six nine metres more or less, to the point of beginning and containing in all an area of 933.8 sq. metres as more particularly described on the plan hereto annexed.

**ALL** bearings are referred to Grid North.

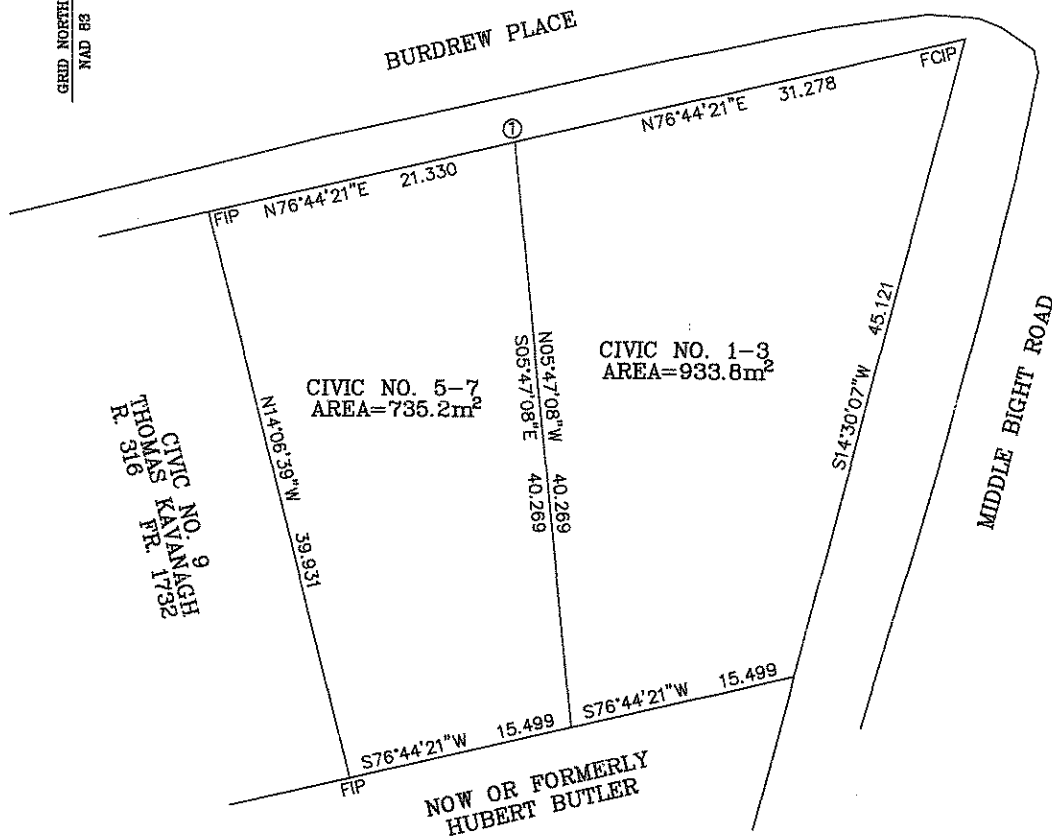
Date: February 24, 2016

Job No. 16-103-1

REVISION NOTE: CIVIC NOS. ADDED: MARCH 10, 2016



FIP - FOUND IRON PIN  
FCIP - FOUND CAPPED IRON PIN



① N 5 261 808.440  
E 304 702.296

MONUMENTS USED FOR TIE-IN ARE IN ZONE 1.

CONTROL MONUMENTS USED (NAD 83)

96G6128 N 5 262 485.329 E 304 702.324

SCALE FACTOR OF 0.999892 USED FOR THE  
COMPUTATIONS OF STARTING CO-ORDINATES  
ALL OTHER DISTANCES ARE HORIZONTAL  
GROUND DISTANCES.



**PROPOSED SUBDIVISION**  
**LAND OWNED BY JEROME POWER CONTRACTING LIMITED**  
**PARCEL 'A' & 'B' BURDREW PLACE**  
**KELLIGREWS, CONCEPTION BAY SOUTH, NL**

**WILLIAM DOYLE & ASSOCIATES LTD.**  
Newfoundland Land Surveyors

SCALE: 1:400

JOB NO. 16-103-1

DATE: FEBRUARY 24, 2016

DRAWN BY: R.S.

IN THE MATTER OF the Conveyance of  
a parcel of land situate at 1-3 Burdrew Place,  
in the Town of Conception Bay South, in the Province of  
Newfoundland and Labrador

- TO WIT: -

**AFFIDAVIT**

I, Jerome Power, of the City of St. John's, in the Province of Newfoundland and Labrador,  
Canada, make oath and say that:

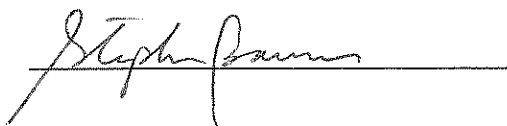
1. I am the President of Jerome Power Contracting Ltd. ("the Company"), the Vendor making the within Deed of Conveyance (the "Deed") and thereby conveying the property described therein or described in the Schedule "A" thereto annexed (the "Property") and as such, have personal knowledge of the facts herein set forth;
2. The words Matrimonial Home, Matrimonial Asset, Cohabitation Agreement, Marriage Contract, and Separation Agreement as herein used have the same meanings as defined in the Family Law Act, RSNL1990, c. F-2. At the date of execution of the Deed;
  - a) I was at least 19 years of age;
  - b) the Property did not constitute a Matrimonial Home or a Matrimonial Asset;
  - c) no director or shareholder of the Company had at any time cohabited with, or been married to, any other person who has any claim to or interest in the Property;
  - d) no director or shareholder of the Company had at any time entered into a Cohabitation Agreement, a Marriage Contract, or a Separation Agreement that involves or affects the Property;
  - e) there is no ownership of a share or an interest in a share of the Company entitling the owner to the occupation of the Property; and
  - f) no other person had any vested rights or any unregistered interest in the Property save in respect to any easements which may run with the Property;
3. The Company warrants that;
  - a) there are no leased chattels affixed to or situate in or on the Property;
  - b) any chattels included in the sale of the Property are unencumbered; and

Which warranties shall survive the closing of the purchase and sale of the Property and notwithstanding such closing shall continue in full force and effect for the benefit of the Purchaser;

2. The Company has not:
  - a) Operated a commercial venture required to collect or pay a royalty to the Province of Newfoundland and Labrador; however, does pay a provincial tax and is not indebted to the Dept. of Finance;

- b) made an Assignment in bankruptcy pursuant to the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3;
3. At the date of execution of the Deed, the Company;
- a) was a body corporate, duly incorporated under the Laws of the Province of Newfoundland and Labrador;
- b) was a resident of Canada within the meaning and intent of the Income Tax Act of Canada, R.S.C. 1985 (5<sup>th</sup> Supp.) and has no present intention of changing this status;
- c) was not liable for any tax or other debt imposed under the Retail Sales Act, RSNL1990, c. R-15;
- d) was not in arrears for any tax or other debt imposed under the School Tax Authorities Winding Up Act, SNL1992, c. S-10.1.; and
- e) was not in arrears for any tax or other debt imposed under the Excise Tax Act, R.S.C. 1985, c. E-15;
4. To the best of my knowledge, information and belief at the date of execution of the Deed;
- a) there were no statutory liens of any kind whatsoever charging or encumbering the assets of the Company or the Property;
- b) there were no outstanding judgments registered with the office of the High Sheriff of Newfoundland and Labrador against Jerome Power Contracting Ltd.;
5. I make this Affidavit conscientiously believing the information contained herein to be true, and knowing that it is of the same force and effect as if made under oath, and by virtue of the Canada Evidence Act, R.S.C., c. C-5 and knowing that it is an offence to make false statements in an Affidavit;
6. All Acts of Canada or the Province of Newfoundland and Labrador referred to herein shall be deemed to include any amendments to such Acts.

**SWORN TO** before me at the City  
of St. John's aforesaid, this 20<sup>th</sup> day  
of October, 2017.



**STEPHEN E. BARNES**  
Barrister, Solicitor & Notary

  
**JEROME POWER**