

**Glenmore & Centre Class Action**  
Action No. 1201-08021

c/o Burnet, Duckworth & Palmer LLP  
Suite 2400, 525 8 Avenue SW  
Calgary AB T2P 1G1

**CLAIM FORM**

**PART A – GENERAL INSTRUCTIONS**

1. You can make a claim to recover out of the partial settlement proceeds a portion of your investment in Glenmore & Centre by sending this Claim Form with supporting documents to the Representative Plaintiffs' Counsel acting as Claims Administrator at the following address, which must be received by no later than November 30, 2018:

**Glenmore & Centre Class Action Claims Administrator**  
c/o Burnet, Duckworth & Palmer LLP  
Suite 2400, 525 8 Avenue SW  
Calgary AB T2P 1G1

2. If you fail to send in the Claim Form with supporting documents by November 30, 2018, or if you have not properly filled out the Claim Form or failed to provide adequate supporting documents, your claim may be rejected and you may be precluded from recovering any money in connection with the settlement of this class action.
3. If you, or the beneficial owner of the investment described in Part C below, are a non-resident of Canada for the purposes of the *Income Tax Act* (Canada)(the "**Tax Act**"), you are urged to consult with your own tax advisor as soon as possible with respect to obtaining a Section 116 Certificate (as defined below) on a timely basis, and with respect to any related or other compliance requirements under the Tax Act.
4. Keep a copy of the signed Claim Form with supporting documents for your records.

**Class members are bound by the terms of the Order approving the partial settlement of this class action, whether or not a Claim Form is submitted.**

<b>PART B – CLAIMANT IDENTIFICATION</b>
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**Are you a member of the Class? The Certification Order defines “Class” as:**

- (a) All persons who invested in the Calgary-based real estate investment scheme called Glenmore & Centre (the **Glenmore Investment**), excluding all persons who have divested this investment and had their investment funds returned in full.
- (b) In the Class definition, a “person” means any individual, partnership, corporation, cooperative, communal organization, trust, band or other association, *excluding the defendants*.

**If you are NOT a Class member, DO NOT submit this Claim Form.**

**If you are a Class member, please fill in the following information.** The Claims Administrator will use this information for all communications relevant to this claim, including the issuance of any cheque should you be successful in making out your claim. If this information changes, you **MUST** notify the Claims Administrator in writing at the address above.

**Claimant Name** (as you would like the name to appear on the cheque if eligible for payment):

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**Street Address:**

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**City:**

**Province:**

**Postal Code:**

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**Country** (if other than Canada):

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**Name of the Person you would like the Claims Administrator to Contact Regarding This Claim** (if different from the Claimant Name above):

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**Daytime Telephone Number:**

**Evening Telephone Number:**

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**Email Address** (not required, but if you provide it, you authorize the Claims Administrator to use it in providing you with information relevant to this claim):

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<b>PART C – INVESTMENT INFORMATION</b>
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**1. Fill out the following schedule detailing your investment in the Glenmore Investment:**

Investment Type	Did you invest? (circle one)	How many units, bonds, or shares did you purchase?	How much did you pay for the units, bonds, or shares?  (CDN \$)
(a) Did you purchase partnership units in Glenmore & Centre Retail Limited Partnership?  <i>The price was \$25,000 per unit.</i>	Yes / No		
(b) Did you purchase bonds in Glenmore & Centre Registered Capital Ltd.?  <i>The price was \$100 per bond. The minimum subscription amount was 250 bonds or \$25,000.</i>	Yes / No		
(c) Did you purchase Class B, non-voting shares in Glenmore & Centre Registered Investments Ltd.?  <i>The price was \$0.10 per share. The minimum subscription amount was 250 shares or \$25.</i>	Yes / No		
<b>Total amount invested across all investment products</b>			
<b>(specify in CDN \$)</b>			

**2. Please enclose all supporting documentation in your possession to substantiate your claim that you invested in the Glenmore Investment as detailed in the above schedule. This may include copies of the following documents:**

- (a) Unit / Bond / Share certificates;
- (b) Subscription Agreements;
- (c) Cheques or financial statements showing you paid the purchase price; and
- (d) Letters confirming your investment.

**PART D – RESIDENCY CERTIFICATION**

**CANADIAN RESIDENT STATUS AND TAX WITHHOLDING IN RESPECT OF SETTLEMENT  
TO BE COMPLETED BY ALL CLASS MEMBERS**

Where you or the beneficial owner of the investment as set out in Part C (referred to herein as "you" and "I") are a "non-resident" of Canada for purposes of the Tax Act, Representative Plaintiff's Counsel will be required, under the terms of the Tax Escrow Agreement, to withhold and remit to the Receiver General for Canada, pursuant to section 116 of the Tax Act, 25% of the aggregate fair market value of any consideration payable to you in accordance with this settlement, unless you have obtained from the Canada Revenue Agency and provided to Representative Plaintiff's Counsel by the Distribution Date (as defined in the Tax Escrow Agreement), a compliance certificate in the form and amount acceptable to Representative Plaintiff's Counsel, in its sole discretion (the "**Section 116 Certificate**").

The undersigned represents and warrants that: **(CHECK ONE OF THE BOXES)**

- I  I am not a "non-resident" of Canada for purposes of the Tax Act
- II  I am a "non-resident" of Canada for purposes of the Tax Act [please also complete the questionnaire set forth in the "Non-Resident Class Member" box below].

**If neither of the boxes above are checked, the undersigned will be deemed to have checked Box II above and shall be treated as a non-resident for purposes of the settlement. If you are, or are deemed to be, a non-resident of Canada, then pursuant to the Declaration in Part E of this Claim Form, you will be required to agree to become a party to and be bound by the terms of the Tax Escrow Agreement.**

**You should consult your own tax advisor for assistance in making an application for a Section 116 Certificate.**

**NON-RESIDENT CLASS MEMBER QUESTIONNAIRE**

1. Have you applied for a Section 116 certificate? (Please circle)
- Yes      No
- If "Yes" please include a copy of the executed Section 116 Certificate application (CRA Form T2062)
2. If no, please indicate whether you intend to apply for a Section 116 Certificate:
- Yes      No

<b>PART E – DECLARATION</b>
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By signing and submitting this Claim Form, you make the following declarations:

- (a) This Claim Form is true, correct and complete to the best of my knowledge, information and belief.
- (b) I understand and acknowledge that if:
  - (i) The information in the Claim Form is untrue or incorrect;
  - (ii) I have not properly filled out the Claim Form;
  - (iii) I do not provide any supporting documents as identified at Part C of this Claim Form; or
  - (iv) I have failed to provide *adequate* supporting documents as identified at Part C of this Claim Form

My claim may be rejected and I may be precluded from recovering any money in connection with this settlement.

- (c) I agree to submit such additional information as the Claims Administrator may request. If I do not submit this information, I acknowledge that my claim may be rejected and I may be precluded from recovering any money in connection with this settlement.
- (d) To the extent that I am, or the beneficial owner of the Investment is, a non-resident of Canada for purposes of the Tax Act, I agree to become a party to and be bound by the terms of the Tax Escrow Agreement (a copy of which may be provided to you at your request).
- (e) I understand and acknowledge that the Settling Defendants expressly deny and do not admit any unlawful conduct alleged in this Action or otherwise. The Settling Defendants believe they have strong defences and have entered into the Settlement Agreement to avoid the risks inherent in litigation and put the controversy to rest.
- (f) If I live in a jurisdiction where the release of one tortfeasor is the release of all other tortfeasors, then I agree not to sue or threaten to sue any of the Settling Defendants in connection with any claims relating in any way to the matters alleged in the Action, the Purchase Agreement, the Head Lease or the termination thereof, the Mortgage of \$15.5 million, the Mortgage of \$0.643 million; the Assignment of Beneficial Interest; the Bare Trust or the Beneficial Owner's Agreement (as these terms are defined in the Settlement Agreement) (the **Released Claims**).
- (g) If I live in a jurisdiction where the release of one tortfeasor is not the release of all other tortfeasors, then I hereby release the Settling Defendants from any claims that I ever had, have or will have relating in any way to the **Released Claims**.
- (h) In any event, I declare I will not sue any of the Settling Defendants in connection with the Released Claims.

- (i) I consent to the dismissal of any and all Released Claims against the Settling Defendants without costs and with prejudice.
- (j) I hereby release the Claims Administrator, Burnet, Duckworth & Palmer LLP, from any claims I may have against it for the administration and distribution of the settlement proceeds in this class action, except for any harm I may suffer arising out of the gross negligence or wilful misconduct on its part.
- (k) I agree to submit to the jurisdiction of the Court of Queen's Bench if any disputes arise out of my claim or this Claim Form.
- (l) I understand and acknowledge that I have had the opportunity to seek legal advice.
- (m) I acknowledge and agree to permit the Claims Administrator to, where necessary, disclose this Claim Form and any supporting documents I submit to make this claim to the Court and counsel to the parties in this Action.

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Sign here

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Date

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Print name here