

IN THE MATTER OF
THE FAIR TRADING ACT

THIS UNDERTAKING is made pursuant to Section 152 of the Fair Trading Act.

BY: Daniel Ritchie and Terry Ritchie
and Ultimate "The Exterior Renovators" (CAL) Inc.
5056 – 11 Street SE
in the City of Calgary, in the Province of Alberta,

(hereinafter called the "Supplier")

TO:

The DIRECTOR OF FAIR TRADING,

(hereinafter called the "Director")

WHEREAS:

- (A) The Suppliers are not licensed to conduct a prepaid contracting business in Alberta, contrary to Section 104(1) of the Fair Trading Act.
- (B) The Suppliers' representative entered into a prepaid contract with Albertans
- (C) The Suppliers admit that they did permit a representative to solicit, negotiate or conclude a construction or maintenance contract and to take a deposit from Albertans at a place other than the Suppliers' place of business.
- (D) The Suppliers acknowledge that in the ordinary course of their business, while unlicensed, they permitted their representative, to enter into a contract with , residents of Alberta. This contract was signed on/about October 6, 2004 and a deposit of \$4,316.00 was taken from the before the work was completed.
- (E) The Suppliers acknowledge that in the ordinary course of their business, they did unlawfully enter into a prepaid contract with without complying with the contract requirements as set out in Section 10 of the Prepaid Contracting Business Licensing Regulation being AR 185/99, contrary to Section 162(1) of the Fair Trading Act.
- (F) The Director asserts that he has reason to believe that the acts and practices of the Suppliers described in (B), (C), (D) and (E) herein constitute breaches of the Fair Trading Act.

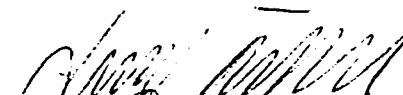
NOW THEREFORE THIS UNDERTAKING WITNESSES THAT:

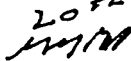
1. The Suppliers acknowledge and admit that they have failed to comply with the licensing provisions of the Fair Trading Act and undertake to the Director that they will not, at any time hereafter, engage in or allow acts or practices similar to those described in recitals (B), (C), (D) and (E).
2. The Suppliers will ensure that in all capacities, either in their names, or in their capacities as employees, directors, shareholders of a corporation or as agents for another, or parents or subsidiaries of another corporation they will not take deposits or progress payments on construction or maintenance contracts in Alberta unless licensed as a prepaid contracting business under the Fair Trading Act.
3. The Suppliers will not permit any representative employed by them to carry on or engage in the taking of deposits or progress payments on construction or maintenance contracts in the Province of Alberta unless they are licensed as a prepaid contracting business under the Fair Trading Act.
4. It is understood that the Suppliers have
 - i) ceased taking deposits or progress payments on construction or maintenance contracts from Albertans prior to completing the work.
 - ii) instructed their representatives not to take deposits or progress payments on construction or maintenance contracts from Albertans prior to completing the work.
5. This Undertaking will be binding upon the Suppliers and its successors and assigns unless:
 - (a) terminated by the Director or varied with the consent of the Suppliers;
 - (b) varied by an Order of the Judge of the Court of Queen's Bench where the Judge is satisfied that the circumstances warrant varying the provisions of the Undertaking; or
 - (c) terminated by an Order of a Judge of the Court of Queen's Bench where the Judge is satisfied that the act or practice that the Supplier has undertaken to refrain from engaging in was not unfair; however, in any such case, the termination or variance does not invalidate anything done under this Undertaking prior to termination or variance.
6. The Suppliers acknowledge that the Director may, upon breach by the Suppliers of any term of the Undertaking, institute such proceedings and take such action under the Fair Trading Act as he may consider necessary.

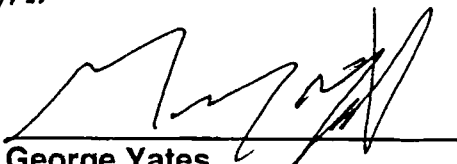
7. The Suppliers will pay to the Director, for deposit with the Finance Minister of Alberta, the sum of Eight Hundred (\$800.00) Dollars, which represents a portion of the costs associated with investigating this matter. Such payment shall be made within ten (10) days of the signing of this Undertaking.
8. The Suppliers acknowledge that they were advised by Alberta Government Services, and are aware that they are entitled to seek independent professional advise regarding the signing of this Undertaking, and the Suppliers acknowledge that they are entering into this Undertaking voluntarily.

IN WITNESS WHEREOF the Suppliers, have on the 4th day of May, 2005, caused its common seal to be hereunto affixed and attested by the signatures of its proper officers duly authorized in that behalf.

PER: 
Daniel Ritchie

PER: 
Terry Ritchie

ACCEPTED by the Director of Fair Trading this 4th day of May, 2005
2005



George Yates
DIRECTOR OF FAIR TRADING