

COURT FILE NO. 1603 12839

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE EDMONTON

PLAINTIFF 383501 ALBERTA LTD.

DEFENDANTS PARKLAND AIRPORT DEVELOPMENT CORPORATION AND SUN SET INDUSTRIES INC. AND STEWART OILFIELD SERVICES LTD. AND ROSEIKO ENTERPRISES INC. AND ROB WIEDEMAN AND BROOKLYN WHYTE & CO. LTD.

DOCUMENT **CONSENT REDEMPTION ORDER - LISTING**

ADDRESS FOR
SERVICE AND
CONTACT
INFORMATION OF
PARTY FILING THIS
DOCUMENT

Darren R. Bieganek, QC
Barrister & Solicitor
Phone: 780.441.4386
Fax: 780.969.6381

File #204-194578
DUNCAN CRAIG LLP
LAWYERS MEDIATORS
2800 Scotia Place
10060 Jasper Avenue
Edmonton, Alberta Canada T5J 3V9

DATE ON WHICH ORDER WAS PRONOUNCED: February 26, 2018

LOCATION WHERE ORDER WAS PRONOUNCED: EDMONTON, ALBERTA

NAME OF JUSTICE WHO MADE THIS ORDER: Justice Hillier,

UPON THE APPLICATION of the Plaintiff; AND UPON READING the Statement of Claim, the Affidavit of Default, the Supplemental Affidavit of Default, the certified copies of title and evidence of service thereof; AND UPON HEARING Counsel for the Plaintiff; IT IS HEREBY ORDERED AND DECLARED THAT:

1. In this Order the mortgaged property are the lands legally described and listed on Schedule "A" hereto (the "Mortgaged Lands").
2. The mortgage described in the Statement of Claim is a valid and enforceable mortgage over the Mortgaged Lands.

3. There is outstanding, due and owing to the Plaintiff under the mortgage the sum of \$853,684.99, as at the 1st day of June, 2017 (as set forth in the Statement of Secured Indebtedness which is annexed to this Order), plus costs on a solicitor and client basis, plus interest thereafter at the mortgage rate, plus other amounts chargeable under the mortgage (the "Indebtedness"). Prior to the entry of this Order the assessment officer may check the amounts claimed in the Statement of Secured Indebtedness, including the particulars provided in the Affidavit of Default and the Plaintiff's calculations. If the assessment officer returns this Order unentered the Plaintiff may either submit a corrected form of Order or seek the advice and direction of the Court. The requirement for service of documents prior to entry of this Order set in Rule 9.35(a) is hereby waived.
4. The Defendants or anyone else entitled to do so shall have 1 day from the date of this order (the "Redemption Date") to repay the Indebtedness, failing which the Mortgaged Lands shall be offered for sale in the manner described in the Judicial Listing Agreement attached to this Order.
5. If the Defendants, or anyone entitled to do so, repays the Indebtedness prior to the Mortgaged Lands being sold or foreclosed in this proceeding, then the Plaintiff shall provide to the person who paid the Indebtedness, at the election of such person, either a registerable discharge of the mortgage, or a registerable transfer of the mortgage.
6. If the Indebtedness has not been repaid by the Redemption Date then the mortgaged lands shall be listed for sale with a licensed real estate agent (the "Realtor") to be selected at the sole discretion of the plaintiff, upon the terms and conditions mentioned in the directions to realtor attached to this order.
7. The Realtor shall be entitled to post a "FOR SALE" sign of the type customarily posted by a realtor at a conspicuous location on the Mortgaged Lands, which sign shall remain during the period of the judicial listing and shall not be interfered with by any person.
8. During the period of the judicial listing ordered herein, the defendant and any person in possession of the mortgaged lands shall cooperate with the Realtor, and shall allow access to the Mortgaged Lands to the Realtor, any representative of the Realtor, any other realtor approved by the Realtor, and any prospective purchaser, upon receiving

(24) hours written notice given by the Realtor for a viewing between 8:00 A.M. and 8:00 P.M. The written notice may be posted on the front door of the premises located on the Mortgaged Lands.

9. Any and all other real estate listings relative to the Mortgaged Lands shall be cancelled during the period of the judicial listing ordered herein.
10. If the Mortgaged Lands becomes vacant or abandoned during the course of this action then the Plaintiff may enter the Mortgaged Lands for the purpose of doing any and all things necessary to preserve it, and the Plaintiff shall not be considered a mortgagee in possession or trespasser.
11. The Plaintiff is awarded costs of this action on a solicitor and own client basis, which shall be assessed at a future date on an ex parte basis where the Defendants did not oppose the application of this Order, or where the Defendants have approved the amount of costs sought, otherwise the Plaintiff shall have costs assessed pursuant to Rule 10.37.
12. The requirement for filing an Affidavit of Value prior to this application for this redemption order as required in Rule 9.30(a) is hereby waived.

JUSTICE IN CHAMBERS

NOTICE TO THE SUBSEQUENT ENCUMBRANCERS

TAKE NOTICE that from the time of service of this Notice, you will be bound by the proceedings in this cause in the same manner as if you had originally been made a party, unless you, within **FIFTEEN (15) DAYS** after the service hereof, apply to the Court to vary or add to the within judgment, and secondly that you may upon service upon the Plaintiff of a notice of your desire so to do, attend the proceedings on the within judgment.

CONSENTED TO BY:

DUNCAN & CRAIG LLP

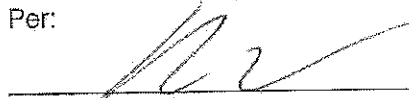
Per:



Darren R. Bieganek, QC
Counsel for the Plaintiff

REYNOLDS, MIRTH, RICHARDS & FARMER LLP

Per:



Michael J. McCabe, QC
Counsel for Parkland Airport Development

Corporation

JUDICIAL LISTING AGREEMENT

TO: Doug McKay, NOW Real Estate Group

1. You are hereby given authority as an Officer of the Court to list for sale the secured property legally described as set out in Schedule "A" hereto, and municipally described as the Parkland Airport, in the County of Parkland, Alberta, with the Multiple Listing Service, if any, in effect in the area in which the property is located.
2. The Subdivided Lands shall be offered for sale subject to registered encumbrances, liens and interests prior to the Plaintiff's mortgage but free and clear of all registered encumbrances, liens and interests subsequent to the Plaintiff's mortgage.
3. The listing price shall be \$6,850,000.00 or such higher price as the Realtor may recommend after a comparative market analysis is conducted by the Realtor prior to the commencement of this judicial listing.
4. The listing shall take effect on the later of the day after the Redemption Date or the date the listing is accepted in writing by the Realtor, and shall continue for a period of 90 days thereafter.
5. Within a reasonable time of receiving any offer, you shall forward a true copy of the said offer to Counsel for the Plaintiff. If the offer is insufficient to pay out the Plaintiff it may be rejected by the Plaintiff. Otherwise Counsel for the Plaintiff shall either apply ex parte to reject the Offer or apply on notice for the Court to consider that offer. Where the Plaintiff rejects an offer, or obtains an ex parte Order rejecting an offer, it shall forthwith serve the Defendants and subsequent encumbrancers with a copy of such offer.
6. If no offers are received during the listing period, you shall so advise Counsel for the Plaintiff in writing, immediately following the expiry of the judicial listing.
7. In the event that, as a result of the listing, a purchaser is introduced whose offer is accepted by the Court, and the transaction is completed by the purchaser paying the full purchase price and title is registered in the name of the purchaser, or its nominee, then, in such event, you will receive a commission as follows:

5% of the purchase price, or such lesser amount as may be agreed by you, plus applicable taxes thereon.
8. You shall have a first charge against the sale proceeds in the amount of any commission payable hereunder. If the Court accepts an offer to purchase and the purchaser fails to complete the purchase, and the Court does not order relief from forfeiture of the deposit, you will retain, as compensation for services rendered, 50% of the said deposit, provided such amount does not exceed the commission payable had the sale been fully completed, and you will pay the balance of the deposit to Counsel for the Plaintiff to be applied against the Indebtedness.
9. If the Defendants, any subsequent encumbrancer, or anyone else entitled to do so, pays all principal, interest and other amounts owing under the mortgage at any time after the

judicial listing takes effect, or brings the mortgage current after the judicial listing takes effect, there shall be paid as part of the costs of redemption, the reasonable expenses incurred by you as the Realtor during this judicial listing.

- 10. All offers submitted pursuant to the judicial listing shall, subject to further order of the Court:
 - a. be in writing and shall be signed by the offeror;
 - b. be subject to the approval and acceptance by the Court on such terms as the Court considers appropriate;
 - c. provide for a possession date to be determined by the Court;
 - d. contain and be subject to the terms and conditions as are contained in Schedule "A" which is attached to these directions; and
 - e. be accompanied by a certified cheque or money order payable to your real estate company for the deposit amount referred to in the offer.

- 11. Nothing in the listing shall:
 - a. affect the right of the Defendants or anyone else entitled to do so to pay all principal, interest and other amounts owing under the mortgage, or to bring the mortgage current or to privately sell the secured property;
 - b. affect the Plaintiff's right to make a proposal to purchase the secured property, if applicable or otherwise acquire the secured property after the expiry of the judicial listing without liability for any real estate commission or any other compensation payable to the Realtor hereunder; and
 - c. create or impose any liability on the Plaintiff or the Court for the payment of any real estate commission or compensation arising out of this listing.

- 12. The terms of the listing may be modified by the Court on application of any party or subsequent encumbrancer on 2 days' notice.

ACCEPTED this ____ day of _____, 2018.
BY:

Doug McKay, NOW Real Estate Group
An Agent licensed pursuant to the *Real Estate Act*,
R.S.A. 2000 c. R-5

APPROVED this ____ day of _____,
2018

MASTER IN CHAMBERS

SCHEDULE "A" TO THE REAL ESTATE PURCHASE CONTRACT entered into between

THE COURT OF QUEEN'S BENCH OF ALBERTA (the "Seller")
and

_____ (the "Buyer")

The terms of this schedule replace, modify or add to the terms of the agreement of purchase and sale (the "Real Estate Purchase Contract") to which this schedule is attached. Where there is any inconsistency between the terms of this Schedule and the Real Estate Purchase Contract, the provisions of this Schedule shall prevail.

AS IS WHERE IS

1. The Buyer acknowledges and agrees to purchase the lands, all buildings and improvements located on the property described in Schedule "B" hereto, (the "Property"), and any and all fixtures ("Attached Goods") and chattels ("Unattached Goods") included in the Real Estate Purchase Contract or included in the sale of the property, "as is" and agrees with the Seller that neither the Seller, nor its agents or representatives have made any representations or warranties with respect to the Property or any Attached Goods or Unattached Goods included in the sale of the Property. Without limiting the generality of the foregoing, the Buyer agrees that neither the Seller nor its agents have made any representations or warranties with respect to:
 - a) the condition of any buildings or improvements located on the Property;
 - b) the condition of any Attached Goods or Unattached Goods included in the Real Estate Purchase Contract or otherwise sold with the Property;
 - c) whether the Property complies with any existing land use or zoning bylaws or regulations, or municipal development agreements or plans;
 - d) the location of any buildings and other improvements on the Property and whether such location complies with any applicable municipal bylaws or regulations;
 - e) whether or not any buildings or improvements located on the Property encroach onto any neighbouring lands or any easements or rights of way;
 - f) whether or not any buildings or improvements located on any neighbouring lands encroach onto the Property;
 - g) the size and dimensions of the Property or any building or improvements located thereon;
 - h) whether or not the Property is contaminated with any hazardous substance; and
 - i) whether or not any of the buildings or other improvements located on the Property have been insulated with urea formaldehyde insulation.

OWNERSHIP OF UNATTACHED GOODS

2. The Buyer agrees that the Seller is selling only such interest as it may have in any Attached Goods or Unattached Goods referred to in the Real Estate Purchase Contract, or which may be located on the Property, and the Seller does not warrant that it has title to such Attached Goods or Unattached Goods. Further, the Buyer agrees that the Seller will not be liable for the removal of any chattels found on the Property prior to or on the date of Closing. On Closing, the Buyer may have possession of the Attached Goods and Unattached Goods which are then on or about the Property on an "as is" basis, and the Seller will not provide a Bill of Sale, Warranty, or other title document to the Buyer. Further, there will be no adjustment or abatement of any kind to the Purchase Price with respect to any Attached Goods or Unattached Goods.

REAL PROPERTY REPORT & COMPLIANCE

3. The Seller is not required to provide the Buyer with a real property report or compliance certificate. Should the Seller provide the Buyer with a survey or real property report, the Buyer agrees that any use of or reliance upon such document shall be at the Buyer's own risk. The Buyer must satisfy itself that the survey or real property report which the Seller might provide accurately reflects the Property and the buildings and improvements located thereon as they currently exist and the Seller shall not be responsible for any errors or omissions which might exist on such document. The Seller does not represent or warrant the accuracy or validity of the said survey or real property report or compliance certificate.

CONDOMINIUM

4. If the Property is a condominium:
- a) the Seller is not required to provide any condominium documentation to the Buyer and the Buyer shall be solely responsible to obtain any condominium documentation he may require. Without limiting the generality of the foregoing, the Buyer may obtain on his own and at his sole costs and expenses any Estoppel Certificate, copy of Condominium Bylaws and financial statements for the Condominium Corporation that he may require;
 - b) the Buyer must satisfy himself with the condition of the condominium unit, the common property, and the financial condition of the condominium corporation and agrees that neither the Seller nor its agents, have made any representations or warranties pertaining to same including, without limiting the generality of the foregoing, the adequacy of any reserve fund the condominium corporation might have, any potential special assessments which might be levied by the condominium corporation or the existence of any legal actions pending against the condominium corporation;
 - c) the Seller shall be responsible for amounts payable up to the Closing date on account of any condominium fees and special assessments levied by the condominium corporation.

GOODS AND SERVICES TAX (GST)

5. In addition to the Purchase Price payable thereunder, the Buyer shall pay to the Seller and indemnify the Seller against all Goods and Services Tax ("GST") payable on the Purchase Price as required by the Excise Tax Act. The Seller will not provide to the Buyer a Certificate of Exempt Supply, or any other certificate certifying that this purchase and sale transaction is not subject to the Goods and Services Tax. Should the Seller fail to collect GST from the Buyer, it shall not be construed by the Buyer as a certification by the Seller that no GST is payable by the Buyer hereunder, and the Buyer shall remain liable for any GST which might be payable with respect to this transaction.

ACCEPTANCE BY FACSIMILE

6. The Seller and Buyer agree that this contract may be signed in counterpart, and the acceptance of this offer communicated or confirmed by facsimile transmission shall be binding upon the parties. The Buyer agrees to promptly deliver an executed original Real Estate Purchase Contract to the Seller.

FORECLOSURE PROCEEDING

7. This offer is being made pursuant to or in a Court of Queen's Bench foreclosure proceeding and, as such, the offer may be accepted only by Order of said Court and is subject to the terms of that Order. Any agreement arising out of the Seller's acceptance of this offer is conditional upon the approval thereof by the said Court.

SCHEDULE "A"
(the "Mortgaged Lands")

ALL THAT PORTION OF THE SOUTH WEST QUARTER OF SECTION SEVEN (7)
TOWNSHIP FIFTY TWO (52)
RANGE TWENTY SIX (26)
WEST OF THE FOURTH MERIDIAN, WHICH LIES NORTH OF A LINE DRAWN
THROUGHOUT AND AT RIGHT ANGLES TO THE WEST BOUNDARY FOUR HUNDRED
AND TWO (402) METRES NORTH FROM THE SOUTH WEST CORNER THEREOF,
CONTAINING 32.4 HECTARES (80 ACRES) MORE OR LESS.
EXCEPTING THEREOUT: HECTARES (ACRES)
A) ROAD PLAN 8920922 0.207 0.51
EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME

and

THE SOUTH EAST QUARTER OF SECTION SEVEN (7)
TOWNSHIP FIFTY TWO (52)
RANGE TWENTY SIX (26)
WEST OF THE FOURTH MERIDIAN
CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS.
EXCEPTING THEREOUT:
(A) ALL THAT PORTION OF THE SOUTH EAST
QUARTER OF SAID SECTION DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTH EAST CORNER OF THE SAID QUARTER
SECTION; THENCE NORTHERLY ALONG THE EAST BOUNDARY OF THE SAID
QUARTER SECTION EIGHT HUNDRED AND EIGHT (808) FEET; THENCE
WESTERLY AND AT RIGHT ANGLES THERETO EIGHT HUNDRED AND EIGHT
(808) FEET; HENCE SOUTHERLY AND PARALLEL TO THE SAID EAST
BOUNDARY TO A POINT ON THE SOUTH BOUNDARY OF THE SAID QUARTER
SECTION; THENCE EASTERLY ALONG THE SAID SOUTH BOUNDARY TO THE
POINT OF COMMENCEMENT; CONTAINING 6.07 HECTARES (14.99 ACRES)
MORE OR LESS.
(B) 0.291 HECTARES (0.72 OF AN ACRE) MORE OR LESS, AS SHOWN
ON ROAD PLAN 7920217.
EXCEPTING THEREOUT ALL MINES
AND THE RIGHT TO WORK THE SAME.

PLAN 1421472
BLOCK 1
LOT 11
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 1421472
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EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 27.16 HECTARES (67.11 ACRES) MORE OR LESS

PLAN 1421472
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PLAN 1421472
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