



Clerk's Stamp:

COURT FILE NUMBER 1903 22375
 COURT COURT OF KING'S BENCH OF ALBERTA
 JUDICIAL CENTRE EDMONTON
 PLAINTIFF **ATB FINANCIAL**
 DEFENDANTS **2061778 ALBERTA LTD., DEAN CLIFFORD
 RUNZER AND LORI DIANNE RUNZER**

DOCUMENT **ORDER FOR SALE BY AUCTION**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
 Dentons Canada LLP
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 File No.: 405525-1801
 Attention: Tom Gusa

| | |
|--|-----------------------|
| DATE ON WHICH ORDER WAS PRONOUNCED: | <i>Dec 16, 2022</i> |
| LOCATION WHERE ORDER WAS PRONOUNCED: | Edmonton, AB |
| APPLICATION JUDGE WHO MADE THIS ORDER: | <i>W.S. Schlosser</i> |

Upon the Application of the Plaintiff; AND UPON HAVING READ the Second Affidavit of Default filed in this Action, the Affidavits of Value filed in this Action, and Affidavit of Wyatt Hansen (Auctioneer) filed in this Action; AND UPON HAVING READ the Consent Redemption Order – Listing filed in this Action; AND UPON HEARING oral submissions from counsel for the Plaintiff; AND UPON

w no one appearing for the Defendant(s)
 hearing from the Defendant(s)
 hearing from counsel for the Defendant(s);

IT IS HEREBY ORDERED AND DECLARED THAT:

1. In this order the Mortgaged Lands are the following:

Plan 9920673
 Lot 3A
 Containing 57.9 Hectares (143.07 Acres) More or Less
 Excepting thereout:

A) Plan 1720261 Subdivision 1.88 Hectares (4.65 Acres) More or Less
Excepting thereout all mines and minerals

2. The Mortgaged Lands shall be offered for sale in the manner described in the Judicial Listing Agreement attached to this order.
3. The Mortgaged Lands shall be placed in an online public auction process (the "Sale") with Hansen Land Brokers Inc. (the "Auctioneer"). The Sale shall be conducted according to the process proposed by the Auctioneer in the Affidavit sworn by Shawn Hansen in these proceedings on November 30, 2022 (the "Affidavit"). The Auctioneer is hereby authorized and directed to take such steps as may be necessary or desirable for the execution and completion of the Sale.
4. The Marketing Fee referenced in the Affidavit shall form part of the Indebtedness and is recoverable by the Plaintiff without the requirement of an assessment.
5. The Auctioneer 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.
6. During the period of the judicial auction ordered herein, the Defendants and any person in possession of the Mortgaged Lands shall cooperate with the Auctioneer, and shall allow access to the Mortgaged Lands to the Auctioneer, any representative of the Auctioneer, any other realtor approved by the Auctioneer, and any prospective purchaser, upon receiving (24) hours written notice given by the Auctioneer for a viewing between 8:00 A.M. and 8:00 P.M., provided the written notice complies with the following paragraph 7.
7. The Written Notice:
 - (a) shall attach a written document, signed by each person who will be entering the Mortgaged Lands, confirming that:
 - (i) they have not, nor has anyone in their household, travelled internationally within the past 2 weeks;
 - (ii) to the best of their knowledge, they have not been in contact with anyone in the past 2 weeks that has tested positive for COVID-19;
 - (iii) they do not currently have any symptoms of COVID-19, including, but not limited to a fever, dry cough, or flu like symptoms;
 - (iv) they have not, nor has anyone in their household, tested positive for COVID-19;
 - (v) they are not, nor is anyone in their household, awaiting test results for COVID-19;
 - (vi) they will wear a mask while viewing the premises; and
 - (vii) they will not touch any items or surfaces while viewing the premises other than door knobs necessary to open doors within the premises; and

(b) may be posted on the front door of the premises located on the Mortgaged Lands.

8. Any and all other real estate listings relative to the Mortgaged Lands shall be cancelled during the period of the judicial tendering ordered herein.

A handwritten signature in black ink, consisting of a large, stylized initial 'C' followed by a series of loops and a horizontal stroke.

APPLICATION JUDGE IN CHAMBERS

JUDICIAL AUCTION AGREEMENT

TO: Hansen Land Brokers Inc.

1. You are hereby given authority as an officer of the Court to list for sale the Mortgaged Lands with Hansen Land Brokers Inc. and to conduct the Sale set out in the Affidavit. You are hereby directed to take such additional steps as may be necessary or desirable for the execution and completion of the Sale.
2. The Mortgaged 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. Upon completion of the Sale you shall forward true copies of all bids received for the Mortgaged Lands. If the highest bid is insufficient to pay out the Plaintiff it may be rejected by the Plaintiff. Otherwise counsel for the Plaintiff shall either apply without notice to reject an offer or apply on notice for the court to consider the highest bid. Where the Plaintiff rejects an offer, or obtains an order without notice rejecting an offer, it shall forthwith serve the Defendant and subsequent encumbrancers with a copy of such offer.
4. If no bids are received during the Sale you shall so advise counsel for the Plaintiff in writing immediately following completion of the Sale.
5. In the event that, as a result of the Sale, 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, there shall be no commission payable as a result of the Sale. Rather, you will charge the purchaser a buyer's premium of 7.0% as compensation for facilitating the Sale.
6. In advance of commencing the Sale, you will charge the Marketing Fee to the Plaintiff.
7. All offers submitted by bidders pursuant to the Sale shall, subject to further order of the Court:
 - (a) be in writing and shall be signed by the offeror; and
 - (b) be subject to the approval and acceptance by the Court on such terms as the Court considers appropriate; and
 - (c) provide for a possession date to be determined by the Court; and
 - (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.
8. Nothing in the Sale shall:

- (a) affect the right of the Defendant 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 Mortgaged Lands;
- (b) affect the Plaintiff's right to make a proposal to purchase the mortgaged property, if applicable or otherwise acquire the mortgaged property after the expiry of the judicial listing without liability for any real estate commission or any other compensation payable to the Realtor hereunder;
- (c) create or impose any liability on the Plaintiff or the Court for the payment of any real estate commission or other compensation arising out of this listing.

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

ACCEPTED THIS _____ DAY OF _____,
2022

By: _____
An Agent licensed pursuant to the
Real Estate Act, R.S.A. 2000, c. R-5

APPROVED this 16 day of Dec, 2022.



MASTER IN CHAMBERS

A.J.C.K.B.A.

SCHEDULE "A" TO THE REAL ESTATE PURCHASE CONTRACT entered into between
THE COURT OF KING'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 Mortgaged Lands, all buildings and improvements located on the Mortgaged Lands (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

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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 copy of 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 the condominium bylaws and financial statement 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 (G.S.T.)

5. In addition to the purchase price payable thereunder, the Buyer shall either pay to the Seller or self-assess and remit directly to the Receiver General of Canada and in either case shall indemnify the Seller against all Goods and Services Tax ("G.S.T.") 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 either fail to collect G.S.T. from the Buyer or the Buyer fail to self-assess and remit directly the Receiver General of Canada the G.S.T., it shall not be construed by the Buyer as a certification by the Seller that no G.S.T. is

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payable by the Buyer hereunder, and the Buyer shall remain liable for any G.S.T. 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 King'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.

Buyer's Initial

Date