Last Revised: January 2019

Clerk sustemp

COURT FILE NUMBER 2203 05923

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE

PLAINTIFF COBRA MORTGAGE SERVICES LTD.

DEFENDANTS WOLF CREEK GOLF RESORT LTD., WOLF

CREEK VILLAGE LTD. and RYAN VOLD

**DOCUMENT** APPROVAL AND VESTING ORDER

(Sale by Receiver)

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY

FILING THIS DOCUMENT

Darren R. Bieganek, KC Duncan Craig LLP 2800, 10060 Jasper Avenue Edmonton, AB T5J 3V9

Phone: 780-441-4386 Fax: 780-428-9683 File No. 204-212857

I hereby certify this to be a true copy of Ápproval and Vesting Órder the original (Sale by Receiver)

day of February, 2023 Dated this 24

for Clerk of the Court

DATE ON WHICH ORDER WAS PRONOUNCED: February 23, 2023

LOCATION WHERE ORDER WAS PRONOUNCED: Edmonton, Alberta

NAME OF JUSTICE WHO MADE THIS ORDER: G.S. Dunlop

UPON THE APPLICATION by MNP Ltd. in its capacity as the Court-appointed receiver and manager (the "Receiver") of the undertakings, property and assets of Wolf Creek Golf Resort Ltd. (the "Debtor") for an order approving the sale transaction (the "Transaction") contemplated by an agreement of purchase and sale (the "Sale Agreement") between the Receiver and GolfNorth Properties Inc. (the "Purchaser") dated February 10, 2023 and appended as Schedule D to the Confidential Supplement to the Second Report of the Receiver dated February 13, 2023 (the "Report"), and vesting in the Purchaser (or its nominee) the Debtor's right, title and interest in and to the assets described in the Sale Agreement (the "Purchased Assets");

AND UPON HAVING READ the Receivership Order dated October 13, 2022 (the "Receivership Order"), the Second Report of the Receiver and the Report and the Affidavit of Service of Karla Sookdeo-Beck; AND UPON HEARING the submissions of counsel for the Receiver, the Purchaser and other parties appearing;

### IT IS HEREBY ORDERED AND DECLARED THAT:

### **SERVICE**

1. Service of notice of this application and supporting materials is hereby declared to be good and sufficient, no other person is required to have been served with notice of this application and time for service of this application is abridged to that actually given.

### **APPROVAL OF TRANSACTION**

The Transaction is hereby approved and execution of the Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for completion of the Transaction and conveyance of the Purchased Assets to the Purchaser (or its nominee).

#### **VESTING OF PROPERTY**

- 3. Upon delivery of a Receiver's certificate to the Purchaser (or its nominee) substantially in the form set out in **Schedule "A"** hereto (the "Receiver's Closing Certificate"), all of the Debtor's right, title and interest in and to the Purchased Assets [listed in **Schedule "B"** hereto] shall vest absolutely in the name of the Purchaser (or its nominee), free and clear of and from any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, "Claims") including, without limiting the generality of the foregoing:
  - (a) any encumbrances or charges created by the Receivership Order;
  - (b) any charges, security interests or claims evidenced by registrations pursuant to the Personal Property Security Act (Alberta) or any other personal property registry system;
  - (c) any liens or claims of lien under the *Prompt Payment and Construction Lien Act* (Alberta);
  - (d) any leases or licenses of occupation respecting any portion of the Lands (as defined below) designated as a recreational vehicle site, including any pending registrations, caveats, or registrations related thereto; and
  - (e) those Claims listed in **Schedule "C"** hereto (all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, caveats, interests, easements, and restrictive covenants listed in **Schedule "D"** (collectively, "Permitted Encumbrances"))

and for greater certainty, this Court orders that all Claims including Encumbrances other than Permitted Encumbrances, affecting or relating to the Purchased Assets are hereby expunged, discharged and terminated as against the Purchased Assets

- 4. Upon delivery of the Receiver's Closing Certificate, and upon filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities including those referred to below in this paragraph (collectively, "Governmental Authorities") are hereby authorized, requested and directed to accept delivery of such Receiver's Closing Certificate and certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required to convey to the Purchaser or its nominee clear title to the Purchased Assets subject only to Permitted Encumbrances. Without limiting the foregoing:
  - (a) the Registrar of Land Titles ("Land Titles Registrar") for the lands defined below shall and is hereby authorized, requested and directed to forthwith:
    - (i) cancel existing Certificates of Title for those lands and premises legally described as:

Meridian 4 Range 26 Township 41
Section 35
All that portion of the North West Quarter
Which lies north west of the north westerly limit of the road
As shown on Road Plan 4159 EU
Containing 48 Hectares (118.5 Acres) More or Less
Excepting thereout:

Hectares (Acres) More or Less
A) Plan 1420102 Road 0.513 1.27
Excepting thereout all mines and minerals
And the right to work the same

-and-

Meridian 4 Range 26 Township 42 Section 3 Quarter South East Containing 64.7 Hectares (160 Acres) More or Less Excepting thereout:

			Hectares	(Acres) More or Less
A)	Plan 4300LZ	Road	7.14	17.64
B)	Plan 5777LZ	Road	0.417	1.03
C)	Plan 1420102	Road	0.345	0.85
Exc	cepting thereout all n	nines and	d minerals	

-and

Plan 0628446 Block A Lot 1

Containing 76.5 Hectares (189.04 Acres) More or Less

Excepting thereout:

			Hectares	(Acres) More or Less
A)	Plan 0740337	Subdivision	6.92	17.10
B)	Plan 0823398	Subdivision	7.63	18.85
C)	Plan 1420102	Road	1.309	3.23
_ ′				

Excepting thereout all mines and minerals

(collectively the "Lands")

- (ii) issue a new Certificate of Title for the Lands in the name of the Purchaser's nominee, namely, Wolf Creek Golf Club Limited;
- (iii) transfer to the New Certificate of Title the existing instruments listed in Schedule "D", to this Order, and to issue and register against the New Certificate of Title such new caveats, utility rights of ways, easements or other instruments as are listed in Schedule "D"; and
- (iv) discharge and expunge the Encumbrances listed in Schedule "C" to this Order and discharge and expunge any Claims including Encumbrances (but excluding Permitted Encumbrances) which may be registered after the date of the Sale Agreement against the existing Certificate of Title to the Lands;
- (b) the Registrar of the Alberta Personal Property Registry (the "PPR Registrar") shall and is hereby directed to forthwith cancel and discharge any registrations at the Alberta Personal Property Registry (whether made before or after the date of this Order) claiming security interests (other than Permitted Encumbrances) in the estate or interest of the Debtor in any of the Purchased Assets;
- (c) The Registrar of Corporations for the Province of Alberta (the "Corporate Registrar") shall and is hereby directed to accept the request by the Receiver to change the name of the Debtor from "Wolf Creek Golf Resort Ltd." to and to assign to the corporation as its name a designated number to be determined by the Corporate Registrar.
- 5. In order to effect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the Sale Agreement. Presentment of this Order and the Receiver's Closing Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register

transfers of title or interest and cancel and discharge registrations against any of the Purchased Assets of any Claims including Encumbrances but excluding Permitted Encumbrances.

- 6. No authorization, approval, or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Purchased Assets is required for the due execution, delivery, and performance by the Receiver of the Sale Agreement.
- 7. Upon delivery of the Receiver's Closing Certificate together with a certified copy of this Order, this Order shall be immediately registered by the Land Titles Registrar notwithstanding the requirements of section 191(1) of the *Land Titles Act*, RSA 2000, c.L-7 and notwithstanding that the appeal period in respect of this Order has not elapsed. The Land Titles Registrar is hereby directed to accept all Affidavits of Corporate Signing Authority submitted by the Receiver in its capacity as Receiver of the Debtor and not in its personal capacity.
- 8. For the purposes of determining the nature and priority of Claims, net proceeds from sale of the Purchased Assets (to be held in an interest bearing trust account by the Receiver) shall stand in the place and stead of the Purchased Assets from and after delivery of the Receiver's Closing Certificate and all Claims including Encumbrances (but excluding Permitted Encumbrances) shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Purchased Assets and may be asserted against the net proceeds from sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale. Unless otherwise ordered (whether before or after the date of this Order), the Receiver shall not make any distributions to creditors of net proceeds from sale of the Purchased Assets without further order of this Court, provided however the Receiver may apply any part of such net proceeds to repay any amounts the Receiver has borrowed for which it has issued a Receiver's Certificate pursuant to the Receivership Order.
- 9. Except as expressly provided for in the Sale Agreement or by section 5 of the Alberta Employment Standards Code, the Purchaser (or its nominee) shall not, by completion of the Transaction, have liability of any kind whatsoever in respect of any Claims against the Debtor.
- 10. Upon completion of the Transaction, the Debtor and all persons who claim by, through or under the Debtor in respect of the Purchased Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Purchased Assets, save and except for persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in

respect of or to the Purchased Assets, and to the extent that any such persons or entities remain in the possession or control of any of the Purchased Assets, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser (or its nominee).

- 11. The Purchaser (or its nominee) shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for its own use and benefit without any interference of or by the Debtor, or any person claiming by, through or against the Debtor.
- 12. Immediately upon closing of the Transaction, holders of Permitted Encumbrances shall have no claim whatsoever against the Receiver.
- 13. The Receiver is directed to file with the Court a copy of the Receiver's Closing Certificate forthwith after delivery thereof to the Purchaser (or its nominee).
- 14. Pursuant to clause 7(3)(c) of the Personal Information Protection and Electronic Documents Act (Canada) and section 20(e) of the Alberta Personal Information Protection Act, the Receiver is authorized and permitted to disclose and transfer to the Purchaser (or its nominee) all human resources and payroll information in the Debtor's records pertaining to the Debtor's past and current employees. The Purchaser (or its nominee) shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use (of such information) to which the Debtor was entitled.

### **MISCELLANEOUS MATTERS**

- 15. Notwithstanding:
  - (a) the pendency of these proceedings and any declaration of insolvency made herein;
  - (b) the pendency of any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3, as amended (the "BIA"), in respect of the Debtor, and any bankruptcy order issued pursuant to any such applications;
  - (c) any assignment in bankruptcy made in respect of the Debtor; and
  - (d) the provisions of any federal or provincial statute:

the vesting of the Purchased Assets in the Purchaser (or its nominee) pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a transfer at undervalue, settlement, fraudulent preference, assignment, fraudulent conveyance, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

- 16. The Receiver, the Purchaser (or its nominee) and any other interested party, shall be at liberty to apply for further advice, assistance and direction as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.
- 17. This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such order and to provide such assistance to the Receiver, as an officer of the Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.
- 18. Service of this Order shall be deemed good and sufficient by:
  - (a) Serving the same on:
    - (i) the persons listed on the service list created in these proceedings;
    - (ii) any other person served with notice of the application for this Order;
    - (iii) any other parties attending or represented at the application for this Order;
    - (iv) the Purchaser or the Purchaser's solicitors; and
  - (b) Posting a copy of this Order on the Receiver's website at:

https://mnpdebt.ca/en/corporate/corporate-engagements/wolf-creek-golf-resort-ltd and service on any other person is hereby dispensed with.

19. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.

Justice of the Court of King's Bench of Alberta

### Schedule "A"

### Form of Receiver's Certificate

COURT FILE NUMBER 2203 05923

Clerk's Stamp

COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE

PLAINTIFF

COBRA MORTGAGE SERVICES LTD.

DEFENDANT WOLF CREEK GOLF RESORT LTD., WOLF

CREEK VILLAGE LTD. and RYAN VOLD

DOCUMENT RECEIVER'S CERTIFICATE

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS

DOCUMENT

Darren R. Bieganek, KC Duncan Craig LLP

2800, 10060 Jasper Avenue Edmonton, AB T5J 3V9 Phone: 780-441-4386

Fax: 780-428-9683 File No. 204-212857

## **RECITALS**

- A. Pursuant to an Order of the Honourable Justice M. Lema, of the Court of King's Bench of Alberta, Judicial District of Edmonton, (the "Court") dated October 13, 2022, MNP Ltd. was appointed as the receiver (the "Receiver") of the undertakings, property and assets of Wolf Creek Golf Resort Ltd. (the "Debtor").
- B. Pursuant to an Order of the Court dated [Date], the Court approved the agreement of purchase and sale made as of [Date of Agreement] (the "Sale Agreement") between the Receiver and Golf North Properties Inc and it's nominee Wolf Creek Golf Club Limited (the "Purchaser") and provided for the vesting in the Purchaser of the Debtor's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in section \* of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Sale Agreement.

## THE RECEIVER CERTIFIES the following:

- 1. The Purchaser (or its nominee) has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
- 2. The conditions to Closing as set out in section \* of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser (or its nominee); and
- 3. The Transaction has been completed to the satisfaction of the Receiver.
- 4. This Certificate was delivered by the Receiver at [Time] on [Date].

of the undertakings, property and assets of Wolf Creek Golf Resort Ltd and not in its personal capacity.
Per;
Name:
Title:

MNP Ltd., in its capacity as Receiver

## Schedule "B"

## Purchased Assets - Land & Equipment

## Section 1.01 (aa) Purchased Assets

- 1. All right, title, interest and claim that the Company may have in respect of any and all land, buildings, erections, structures, fixtures, trade fixtures, attached goods or equipment, improvements, alterations, modifications, additions and alike in, on or at:
  - i. Plan 0628446

Block A

Lot 1Containing 76.5 Hectares (189.04 Acres) More or Less

 Excepting thereout:
 Hectares
 (Acres) More or Less

 A) Plan 0740337
 Subdivision
 6.92
 17.10

 B) Plan 0823398
 Subdivision
 7.63
 18.85

 C) Plan 1420102
 Road
 1.309
 3.23

Excepting thereout all mines and minerals

ii. Meridian 4 Range 26 Township 41

Section 35

All that portion of the North West Quarter

Which lies north west of the north westerly limit of the road

As shown on Road Plan 4159 EU

Containing 48 Hectares (118.5 Acres) More or Less

Excepting thereout: Hectares (Acres) More or Less

A) Plan 1420102 Road 0.513 1.27

Excepting thereout all mines and minerals And the right to work the same

-

iii. Meridian 4 Range 26 Township 42

Section 3

**Quarter South East** 

Containing 64.7 Hectares (160 Acres) More or Less

Excepting thereout:

Hectares (Acres) More or Less
A) Plan 4300LZ Road 7.14 17.64
B) Plan 5777LZ Road 0.417 1.03
C) Plan 1420102 Road 0.345 0.85
Excepting thereout all mines and minerals

- 2. The following equipment and inventory of the Company:
  - a) Schedule B1 Equipment List;
  - b) Schedule B2 Inventory List;
- 3. The following Assigned Contracts:
  - a) Schedule B3 Land Agreement between Wolf Creek Golf Resort Ltd. & Morningside Ranches, registered via Caveat against lands known as Meridian 4; Range 26; Township 41; Section 34;
- 4. A transfer and/or release of the right to the name "Wolf Creek Golf" and any other trade names used in connection with the Company.

## **SCHEDULE B1 – EQUIPMENT LIST**

	А	В	С	D	E	F	G	Н	1	J	K	L	М	N
1	Maint	tenance Equip	oment 2022											
2														
3	Equipme		indiana (i r			APPROXITE ONE								
4 5	1	Brand Case	<u>Unit</u> 580 Super M Hoe	Model 580SM2	<u>Serial Number</u> N5C386035	<u>Year</u> 2006	\$87,500.00	Current Value	<u>Dealer</u> Hammer	USED				
6	2	Cub Cadet	Pro Z 772S KW	53RIHKUY050	1C227H70003	2017	\$15,500.00		T.C.S.	OSED				
7	3	Dodge	Dakota	33KII IKO1030	1B7GL22X51S304359	2001	\$9,000.00		Private	Purchased 2	2008			
8	4	Ford	F550	F550	1FDAF57PX4EA62593	2004	\$35,000.00		Howell Interguip	Purchased 2				
9	5	Ford	F800	F800	1FDXK84A7KVA14795	1989	\$15,000.00	C	anadian Public Auctic	Purchased (	used 2006			
10	6	John Deere	Gator TX		WOTI IRFD004890	2007	\$8,900.00		Martin Equipment	Out of comm	mission			
11	7	John Deere	TX Turf Gator		1M90TURFJKGM110664	2016	\$11,154.00		Martin Equipment					
12	8	John Deere	TX Turf Gator		1M90TURFJKGM110669	2016	\$11,154.00		Martin Equipment					
13	9	John Deere John Deere	TX Turf Gator TX Turf Gator		1M90TURFJKGM110671 1M90TURFJKGM110868	2016 2016	\$11,154.00 \$11,154.00		Martin Equipment Martin Equipment					
15	11	John Deere	1070 Tractor	M01070	M01070A002186	1990	\$27,133.00		Martin Equipment	Only 3 gears	left			
16	12	John Deere	1200A Sandpro	TC1200A	TC1200A160462	2008	\$10,000.00			Parts	, 1010			
17	13	John Deere	1200A Sandpro	TC1200A	TC1200A135967	2004	\$12,205.00		Martin Equipment					
18	14	John Deere	1200A Sandpro	TC1200A	TC1200A120553	2001	\$12,170.00		Martin Equipment					
19	15	John Deere	1200A Sandpro	TC1200A	TC1200A151366	2007	\$12,500.00		Martin Equipment					
20	16	John Deere	1200A Sandpro	TC1200A	TC1200A160453	2008	\$10,000.00		Martin Equipment					
21	17	John Deere	1200A Sandpro	TC1200A	1TC1200AJMT310193	2021	\$18,991.00		Martin Equipment	New				
22	18 19	John Deere John Deere	1200A Sandpro 1200H Sandpro	TC1200A TC1200H	1TC1200AJMT310194 1TC1200HJMT130033	2021 2021	\$18,991.00 \$23,792.00		Martin Equipment Martin Equipment	New New				
24	20	John Deere	1445 rough mower	TC1445D	TC1445D051292	2005	\$25,525.00		Martin Equipment	IVCW				
25	21	John Deere	Sprayer Pro Gator 2020	TC2020A	1TC202ATJFT080357	2016	\$26,773.00		Martin Equipment					
26	22	John Deere	Pro Gator 2030 Parts	TC2030A	TC2030A035568	2004	\$22,000.00		Martin Equipment	no engine				
27	23	John Deere	Pro Gator 2030	1TC2030	1TC2030ATABT050411	2011	\$20,914.00		Martin Equipment					
28 29	24	John Deere	Sprayer Pro Gator 2030	TC2030AT	TC2030AT020253	2008	\$18,400.00		Martin Equipment					
	25	John Deere	2500E hybrid	March State Control	ITC25EHDJET080214	2014	\$39,000.00		Martin Equipment					
30	26 27	John Deere John Deere	2653 3235B	TC2653D TC3235F	TC2653D090176	2000 2002	\$28.254.00		Martin Equipment	Purchased N	vlay 2002			
31	28	John Deere	3235E 3235C	TC3235F	TC3235F030041 TC3235C040251	2002	\$51,191.00 \$50,500.00		Martin Equipment Martin Equipment					
33	29	John Deere	4100	LV4100	315631	2002	\$28,254.00		Martin Equipment	Deck M060	CAS021497 P	urchased 20	106	
34	30	John Deere	4510 Tractor	LV4510	LV4510P156590	2006	\$24,385.00		Martin Equipment					
35	31	John Deere	7500A Fairway	TC7500	1TC7500AVTEE020040	2016	\$67,598.00		Martin Equipment	Tier 4 engin	e			
36	32	John Deere	//00A Fairway	//00 4WD 14	11C/700A1MV080085	2021	\$82,610.00		Martin Equipment	lier 4 engin	e			
37	33	John Deere	7700A Fairway	7700 4WD T4	1TC7700ALMV080064	2021	\$82,610.00		Martin Equipment	Tier 4 engin				
38	34	Toro	648 Aerator	09200	403954052	2021	\$38,089.00		Oakcreek		CH680-3165	engine		
39 40	35 36	Toro Toro	3000 Greensmaster 3150	"04350 "04357	71119 230000319	1987 2003	\$1,000.00 \$31,900.00		John Cookson Oakcreek	Bought Use	a Aug 2014			
41	37	Toro	3150	"04357	26000313	2005	\$32,890.00		Oakcreek	PURCHASED	2007			
42	38	Toro	3150	"04357	280000580	2008	\$30,002.00		Oakcreek					
43	39	Toro	3150	"04357	240000306	2004	\$3,500.00		Oakcreek	Purchased (	used 2012			
44	40	Toro	3150	"04357	310000318	2019	\$16,000.00		Oakcreek		d but rebuilt :			
45	41	Toro	3150	"04357	310001310	2021	\$19,000.00		Oakcreek		d but rebuilt			
46	42 43	Toro	3150	"04357	310001357	2021	\$19,000.00		Oakcreek	Bought used	d but rebuilt :	2021		
47	44	Toro Toro	3500D 3500D	30839 30839	270000455 313000643	2007 2013	\$41,332.00 \$42,500.00		Oakcreek Oakcreek					
48	45	Toro	5410	"03670	280000562	2013	\$45,500.00		Oakcreek					
50	46	Toro	Workman MDX	"07273	"290000279	2011	\$12,000.00		Oakcreek					
51	47	Toro	Workman MDX	"07273	290000319	2011	\$12,000.00		Oakcreek					
52														
53							\$1,274,025.00							
54	Con all F													
55 56	small E	quipment/Attach Brand	ments Model	Model Number	Serial Number	Year/Purchased	Purchase Price		Dealer	Notes				
57	1	Air Force	Hover Mower	AF-19	AF19-16173	2021	\$1,395.00		Martin Equipment	INGLES				
58	2	Bernhard	Anglemaster 3000	THE MANAGEMENT	18447	2008	\$15,300.00		Oakcreek					
59	3	Bernhard	Express Dual 3000		18521	2008	\$38,250.00		Oakcreek					
60	4	Buffalo	Turbine Blower	KB4	24625	2016	\$10,545.00		Martin Equipment					
61	5	Buffalo	Sandevil air drag		240	2016	\$4,872.00		Martin Equipment					
62	6	Coleman	Masterpro Tank Compressor		W2175441		\$1,000.00							
63 64	7	Cub Cadet Cub Cadet	Rotary drive mower Rotary drive mower	CC100 SC 500HW 21"	1A19NXL0244 1B137K20959	2022 2017	\$400.00 \$529.00		T.C.S. T.C.S.					
65	9	Cub Cadet Cub Cadet	Rotary drive mower	SC 500HW 21	1B137K2U959 1B044K21177/5X65RU/1307153B0625	2017	\$476.00		T.C.S.					
33	-	out office	are early as the still west	00000th										

			103		17	**		-	2	-			,,,	
	Α	В	C	D	E	F	G	Н	1	J	K	1	M	N
	10	Cub Cadet	Rotary drive mower	SC 500Z 21"	1B044K21056	2015	\$475.00		T.C.S.					
	11	Cub Cadet	Rotary drive mower	SC 500Z 21"	CUB 12AB06M5710 S.N:1K288K20719	2020	\$699.00		T.C.S.					
	12	Earthway	-Spred 12 volt broadcast spre	W80ECM		2017	\$1,725.00		New-tech					
9.0	13	Falcon	Shrouded spray boom	FA5000E	505608	2008	\$9,300.00							
70	14	Fill-Rite	12V pump	FR2400	D007944024	2021	\$900.00		Co-op Oils					
	15	Golf Lift	GL-9 Golf Lift hoist	GL-9	UCE20D0005	2020	\$9,995.00		Martin Deerline					
72	16	Hardi	200 Gallon Sprayer			1998	\$1,300.00		Randy Dool					
73	17	Harper	Turbo Vac TV60RE	TV60RE	TV60RE-08A06T	2012	\$21,000.00		Oakcreek					
74	18	Harper	Verticutter		VC60-11A0/	2012	\$8,400.00		Oakcreek					
75	19	Husqvarna	440 chainsaw	440-18	2021008073	2021	\$459.99		Pentagon					
76	20	Husqvarna	Backpack blower	525BX	20205004269	2021	\$379.99		Pentagon					1
77	21	John Deere	WBGM trailer	TC022B	TC022BX035269	2008	\$1,775.00		Martin Equipment					
78	22	John Deere	WBGM trailer	TC022B	TC022BX035270	2008	\$1,775.00		Martin Equipment					
79	23	John Deere	WBGM trailer	TC022B	TC022BXCDT070020	2014	\$2,421.00		Martin Equipment					
80	24	John Deere	Rototiller			1988	\$2,150.00							
81	25	John Deere	JD90 loader/bucket		W00080X0075		\$5,500.00		Martin Equipment					
82	26	John Deere	H180 Loader/bucket		1POH180XCGD009843	2016	\$7,766.00							
83	27	John Deere	HD200 sprayer	TC200GX	TC200GX045135	2008	\$5,300.00		Martin Equipment					
	28	John Deere	HD200 Sprayer	1TC200GXJ	1TC200GXJFT060163	2016	\$17,417.00		Martin Equipment					
85	29	John Deere	220A	M000220A	M000220A051417	2000	\$6,788.00		Martin Equipment					1
	30	John Deere	220A	M000220A	M000220A051413	2000	\$6,788.00		Martin Equipment					
	31	John Deere	220A	M0220A	MO220A060992	2001	\$7,165.00		Martin Equipment					1
	32	John Deere	220A	M0220A	MO220A060993	2001	\$7,165.00		Martin Equipment					
	33	John Deere	220A	M00220A	M00220A062215	2002	\$6,421.00		Martin Equipment					
90	34	John Deere	220A	M00220A	M00220A062387	2002	\$6,421.00		Martin Equipment					
	35	John Deere	220A	M0180A	M0180AX020129	2003	\$5,995.00		Martin Equipment					
92	36	John Deere	220A	M0220A	M0220A062388	2003	\$5,995.00		Martin Equipment					1
93	37	John Deere	220BWBGM	M0220B	M0220BX021220	2006	\$7,495.00		Martin Equipment					
94	38	John Deere	220BWBGM	M0220B	MO220BX021125	2007	\$6,750.00		Martin Equipment					
95	39	John Deere	220BWBGM	M0220B	M0220BX016363	2007	\$6,750.00		Martin Equipment					
96	40	John Deere	220BWBGM	MO220B	MO220BX020772	2006	\$7,495.00		Martin Equipment					
97	41	John Deere	220CWBGM	M0220C	M0220CA011575	2008	\$6,200.00		Martin Equipment					1
98	42	John Deere	220CWBGM	M0220C	MO220CA010464	2008	\$6,200.00		Martin Equipment					1
99	43	John Deere	220CWBGM	M0220C	M0220CA010463	2008	\$6,200.00		Martin Equipment					
100	44	John Deere	220CWBGM	M0220C	M0220CA011574	2008	\$6,200.00		Martin Equipment					
101	45	John Deere	220CWBGM	MQ220C	M0220CA011682	2008	\$6,200.00		Martin Equipment					
102	46	John Deere	220SLWBGM	1M0220S	1M0220SATGM060046	2016	\$9,030.00		Martin Equipment	J.D. Financ	ial			
103	47	John Deere	220SLWBGM	1M02205	1M0220SACGM060045	2016	\$9,030.00		Martin Equipment					
104	48	John Deere	220SLWBGM	1M0220S	1M0220SAEGM060044	2016	\$9,030.00		Martin Equipment	J.D. Financ				
105	49	John Deere	220SLWBGM	1M0220S	1M02203AEGM060043	2016	\$9,030.00		Martin Equipment					
106	50	John Deere	220SLWBGM	1M0220S	1M0220SACGM060053	2016	\$9,030.00		Martin Equipment					
107	51	John Deere	220SLWBGM	1M0220S	1MO220SAVGM060054	2016	\$9,030.00		Martin Equipment					
108	52	John Deere	220SLWBGM	1M0220S	1M0220SAAGM060041	2016	\$9,030.00		Martin Equipment					1
109	53	John Deere	220SLWBGM	1M0220S	1M02203A4GM060041	2016	\$9,030.00		Martin Equipment					
110	54	John Deere	Aercore 800	TC800AC	TC800AC025309	2000	\$15,000.00		Martin Equipment	J.D. Tillulk	a Cal			1
111	55	John Deere	2000 Aercore	TC2000X	TC2000X020036	2006	\$24,995.00		Martin Equipment					
112	56	John Deere	2653 reels	26A	M0026AX09001	2000	\$6,500.00		Martin Equipment					
	57	John Deere	3235C reels	M0022HX	M0022HX122505/06/07/479/777		n/a		Martin Equipment					
114	58	John Deere	1800 sprayer booms	M00200X	M00200X010183		\$5,500.00		Martin Equipment					
115	59	John Deere	48" T.P.H. blade		TY0035A001381		\$1,000.00							
115	60	Landpride	72" Seeder	PS1572	110035M001301	2008	\$4,200.00		Don Laing Trailers					
117	61	Millermatic	211 Mig Welder	907614	NB271372	2021	\$2,480.00		T.C.S.					
118	62	MK Martin	68" snow blower	SB68	00SBA12400000068	2014	\$2,500.00		Pentagon					
119	63	Omega	Portable Air Compressor	3500	"111114011001213	2014	\$689.95		T.C.S.					
120	64	Performance Tool	Rapid lift Jack	W1616	WF-00328	2012	\$433.34		T.C.S.					
	65	Performance Tool Power Fist	Generator	DF6500H	WF-00328 8254146	2021	\$455.54		Princess Auto					
121	66	Ransome	Generator Slicer Seeder	XRS200	8/24140	1993	\$3,000.00		Consolidated Turf (?	١				
	67	Ryan	Jr.Sod Outter	5448448910	139239	1993	\$3,000.00		Consolidated Turf (?					
	68			SLE160	139239	2022					1			
		Simca	63" Flail mower		136064	2022	\$6,300.00		Tram Sales Ltd Edmo		d			
125	69	Spyker	S 60 spreader	\$60-12020			\$1,200.00		Professional Garden					
126	70	Spyker	S 60 spreader	S60-12020	20010 42200001 01 7240	2019	\$1,200.00		Professional Garden	er				
127	71	Southland	Hydraulic Dump Trailer	SL270-12HY	2S9JM239961017348	2006	\$9,915.00		Allan Dale					
128	72	Stihl	BG 56C Blower/mulcher	4241-011-1756	526821573	2021	\$275.00		T.C.S.					
129	73	Stihl	Hedge Trimmer	HS56	520016994	2021	\$549.50		T.C.S.					
130	74	Stihl	FS70R weedeater		516370678	2019	\$369.50		T.C.S.					
131	75	Stihl	FS 90R Weedeater		288384447	2012	\$359.50		T.C.S.					

	А	В	С	D	E	F	G	н	1	J		K	L		М	N	_
132	76	Stihl	FS 90R Weedeater		288384454	2012	\$359.50		T.C.S.								
133	77	Stihl	FS 94 Weedeater		508985964	2020	\$509.95		T.C.S.								
134	78	Stihl	FS 94R Weedeater		531573268	2022	\$550.00		T.C.S.								
135	79	Stihl	FS 94R Weedeater		531573263	2022	\$550.00		T.C.S.								
136	80	Stihl	FS111RX Weedeater		509868740	2017	\$450.00		T.C.S.								
137	81	Stihl	FS111RX Weedeater		509868741	2017	\$450.00		T.C.S.								
138	82	Stihl	GTA 26 Garden Pruner		930615610	2022	\$200.00		T.C.S.								
139	83	Stihl	STH Re 130 pressure washer	RE 130	825366731	2021	\$485.00		T.C.S.								
140	84	Stihl	MS 2610M chainsaw	MS 261	189809844	2022	\$869.99		1.C.S.								
141	85	Stihl	MS 271 Chainsaw	MS271	529002634	2021	\$569.95		T.C.S.								
142	86	Stihl	SG71 backpack sprayer			2015	\$179.50		T.C.S.								
143	87	Stihl	SG71 backpack sprayer			2017	\$179.50		T.C.S.								
144	88	Stihl	Blower BR800C	BR800 CE	525275063	2021	\$899.95		T.C.S.								
145	89	Stihl	BG 56C C-E Blower	STH BG56C	526821573	2021	\$259.50		T.C.S.								
146	90	Subaru	rash pump 9.0hp Ex27 premi	PKX301T	11001022 (EngJ11 2488823)	2011	\$1,445.00		T.C.S.								
147	91	Subaru	4" Trash pump	PKX401T	120501039	2012	\$2,500.00		T.C.S.								
148	92	T.I.P.	Brush it	Lot 3013	"0904197	2009	\$5,175,00		Brett Young								
149	93	T.I.P.	Groom It	Lot 2725	20077776	2009	\$5,175.00		Brett Young								
150	94	Tanaka	Proforce Auger		TEA500	1993	\$1,285,00		T.C.S.	Purch	ased 19	995					
151	95	Tebben	Brush mower	TC10-500	02-16-863	2016	\$1,735.00		T.C.S.								
152	96	Toro	Triplex rollers	"04495	200000194/95/96	2000	\$3,799.98		Oakcreek	Purch	ased 20	100					
153	97	Toro	Triplex rollers	"04495	230000284/5/6	2003	\$1,500.00		Oakcreek			ed P.G.C.	2013				
154	98	Toro	triplex reels	"04610	280000641/2/3	2008	\$3,500.00		Oakcreek	Fidicin	asea as	eur.u.c.	c. 2015				
155	99	Toro	triplex reels	"04468	80655/53/58	2000	\$3,500.00		Oakcreek								
156	100	Toro	verticut heads	"04416	61532/3/4		\$3,500.00		Oakcreek								
157		Toro	triplex reels	HI44Th	230000410/12/13	2003	\$2,870.00		Oakcreek								
	101	Toro	triplex reels triplex reels	"04610	240002417/250000246/47	2003	\$2,870.00		Oakcreek								
						2004			Oakcreek Oakcreek								
159		Toro	Sidewinder rotary decks	30834	270004952/53/70 VR071787	2021	n/a			200							
160		True Surface	Vibrating rollers	Vibe 5	VKU/1/8/		\$2,500.00		Ponoka Community	e osed							
161		Tycrop	Pro-pass 200			2011	\$36,200.00		Oakcreek								
162			Backhoe Forks			2008	\$1,895.00		Hammer Ind.								
163	107		6' Boxblade scraper		001-166818	2019	\$1,702.05		T.C.S.								
164																	
165							\$533,978.64										
166																	
	Irrigatio			sense arranger as	6 President 1		100 12 1000	7000									
168		Product	<u>Description</u>	Model Number	Serial Number	Year/Purchased	Purchase Price	Current Value									
169	1	Retevis	I landheld radios	RT 22		2021	\$250.00		Amazon								
170	2	Toro	Flowtronex Pump Station		T014196	2006	\$88,465.00		Oak Creek	Links							
171	3	Toro	Irrigation Heads	n/a	n/a		\$180,000.00		Oak Creek								
172	4	Toro	Osmac Site Pro Central		n/a	2006	\$15,422.00		Oak Creek								
173	5	Toro	Osmac Satellites		n/a	2006	\$26,135.00		Oak Creek								
174	6	Toro	Osmac Satellites		n/a	2017-2022	\$33,750.00		Oak Creek								
175	7	Toro	LTC Satellites		n/a	2015/17/20	\$25,000.00		Oak Creek								
176	8		O.C. Pump Station		n/a		\$75,000.00		A.P. Irrigation System			a-Val valv	es and sw	itches h	nave ser	ious issu	es
177	9	Goulds	Links Well pump	4" 85 GPM 5HP	A2143024	2021	\$2,949.00		Darcy's Drilling	South	Well						
178	10		5 HP 3 phase 200 v 4" motor			2021	\$2,511.30		Darcy's Drilling	South	Well						
179																	
180							\$449,482.30										
181																	
182					Equipment		\$1,274,025.00	\$0.00									
183					Small Equipment/Attachments		\$533,978.64	\$0.00									
184					Irrigation		\$449,482.30	\$0.00									
185					30 C												
186																	
187							\$2,257,485.94	\$0.00									
-																	_

	A	В	С	D	E	F	G	Н	ī
1		hop Equipment				4			
2		Brand	Description	<b>Model Number</b>	Serial Number	/ear/Purchased	Purchase Price	<b>Current Value</b>	Dealer
3	113	Club Car	Powercart Fleet	SL 1648	99 cars in fleet/ 14 maintenance	2016	\$813,600.00	\$395,000.00	Club Car
4	1	Club Car	People Mover	SE 1640	SE1640-683413	2016	\$7,500.00		Club Car
5	1	Club Car	Beverage Cart	CA 500 gas	MA1637-67392	2016	\$12,000.00		Club Car
6	1	Yamaha	Beverage Cart	Adventurer II	JW7 300387	2015	\$5,500.00		Oakcreek
7	1	Yamaha	Beverage Cart	Adventurer II	JW7 100497	2015	\$5,500.00		Oakcreek
8	2	Pareto	O.C. Range Picker			2006	\$3,500.00		
9	1	John Deere	Gator TX		WOTURFD004876	2007	\$8,900.00		Martin Equipment
10	1	Western	Ball Washer			2016	\$4,000.00		
11	1	Twister golf	Ball Washer			2022	\$4,500.00		
12	1								
13	1								
14	1								
15	1								
	1								
16 17	1								
18	1								
19	1								
19 20	1								
21	1								
22	1								
23	1						\$865,000.00	\$395,000.00	

	A	В
-1	1810_CLUBHOUSE_EQUIPMENT	VALUE
1		VALUE
2	LOUNGE & BANQUET	
3	100 - BANQUET ROOM CHAIRS	1
4	PURCHASED APRIL 17/00	\$12,500.00
5	BACK BAR LOUNGE	\$2,500.00
6	1 - BOARD ROOM TABLE	40.500.00
7	PURCHASED MAY 20/03	\$3,500.00
8	1 - GENERAL 3 DOOR BACK BAR	¢3.050.00
9	PURCHASED APRIL 3/02	\$2,850.00
10	8 TABLES FOR BANQUET ROOM	¢550.00
11	PURCHASED MAY14/02	\$559.68
	15 - WALNUT BUTCHER BLACK TOP TABLES	\$2,125.27
13	PURCHASED - APR 1/08	¢2.224.04
14	PURCHASED APRIL 24/02	\$3,224.84
1000000	1 - UNDERCOUNTER ICE MACHINE 011 Q40125W	\$2,500,00
16	PURCHASED APRIL 13/06 SER#110487531 CLASSIC DINING STACKING ARMCHAIRS	\$2,600.00
17		\$3,200.00
18	1 - GLYCOL DRAUGHT UNIT 4FM	\$3,200.00
20	PURCHASED MAY 9/06 SER#102204	\$4,435.37
	1 - 10 TABLES, 40 CHAIRS	\$4,455.5 <i>1</i>
22	PURCHASED MAY 28, 2010	\$2,902.40
_	2 - SOFAS, 4 CHAIRS FOR ENTRYWAY	\$2,302. <del>4</del> 0
24	PURCHASED JUNE 11/05	\$2,690.00
	3 - FUJITSW WALL MOUNT AIR CONDITIONERS	72,030.00
26	PURCHASED AUG 24/07	\$16,658.06
_	100 COSCO STACKING CHAIRS	\$1,000.00
155505	100 PLASTIC STACKING CHAIRS	\$1,000.00
1335533	2 - SOFAS AND CHAIRS LEATHER BROWN	\$2,500.00
-	KITCHEN	<i>\$2,500.00</i>
<u> </u>	d + 100 and 1, 100 and	
	OVEN & FRYER PURCHASED 1989	¢4.000.00
32	OVEN-#EQ/TG3 FRYER #EQ/FG100 UPGRADED 2021	\$4,600.00
100000000	2 - MICROWAVE OVENS PURCHASED 1989	
<u>.</u>	and the controller complete the second of th	\$320.00
35	1 -CONVENOR TOASTER 120V PURCHASED 1991	\$320.00
	RO2783201	\$690.00
37	1 - BOSCH KITCHEN MACHINE	00,060¢
39		\$599.00
10000000	1 - MANUAL SLICER PURCJASED APRIL 27/99	\$960.00
0.040	1 - HOBART 20 QUART MIXER	7500.00
42	The second of th	\$2,500.00
100000	1 MRE BROILER APRIL/2021	\$1,500.00
-	1 - BBQ CUSTOM MADE	71,500.00
45	PURCHASED MAY 4/01	\$4,598.88
46		7.75.5.55
	1	

	A	В
49	PURCHASED APRIL 8/02 WITH FLEX HOSE	\$3,580.00
50	1 - ALTO SHAM MO:750-TH-11 OVEN	
51	SN 4051-60 PURCHASED APRIL 1/03	\$2,200.00
52	1 - REFRIGERATED COUNTER 5 DOORS	
53	#BL-120 SC PURCHASED MAR 6/05	\$4,355.12
54	1 - USED CMA DISHMACHINE SINGLE TANK	
55	MODEL AH-2 SER#143300	
56	PURCHASED MAR 21/07	\$2,200.00
57	1 - 180 UC HIGH TEMPERATURE DISHWASHER	
58	SER # 174130	\$5,478.62
59	1 - SANDWICH UNIT, TOASTER CONVEYER,	
60	POTS AND SALAD BOWLS	\$4,637.00
61	PURCHASED MAY 10/08	
62	1 - TRUE SANDWICH UNITW/12" CUT BOARD	\$2,257.00
63	PURCHASED MAY 10/08	
64	1 - SERVE WELL HOT FOOD STATION 3	
65	PURCHASED APR 9/2009 #Z026-00348829-005	\$1,111.98
66	1 - 1F22CW FREEZER 22 CUBIC FEET	4
67	PURCHASED APRIL 17/07	\$1,708.20
	1 - CONVECTION OVEN WITH STAKING	4
-	upgraded may 2022	\$4,000.00
70	1- MRE DEEP FRYER - APRIL-2021	\$1,000.00
71		
72		
73		
25 2	HALFWAY & OTHER	
7977 \$982	ICE-O-MATIC 300 LB ICE MACHINE PURCHASED 1990	\$2,925.00
A STATE OF	1 - HOT DOG MACHINE PURCHASED 1991	SECTION SECTION
77		\$569.00
	1 - PROPANE BBQ	8
79	PURCHASED 1992 SER #A3CC	\$1,595.00
	1 - ICE MACHINE CONNELIUS UNIT	
81	PURCHASED 1992 SER#FB2655	\$2,500.00
20000000	4 - BQ'S (139.97 EACH)-4 TANKS AND ASSEMBLIES	<b>A700.04</b>
83	PURCHASED JUNE 19/95	\$732.84
(CD)	1 - USED ICE MACHINE PURCHASED AUG 23/05	\$1,533.00
-	1 - ICE MACHINE	Ć4 712 00
86	PURCHASED JUNE 20/07	\$4,713.80
	1 EURODIB HOTDOG ROLLER PURCHASED APRIL 2021 1 STAR HOTDOG ROLLER PURCHASED APRIL 2013	\$1,238.00 \$750.00
020000000	1 STAR HOTDOG ROLLER PORCHASED APRIL 2013  1 EURODIB HOTDOG ROLLER PURCHASED APRIL 2020	\$850.00
500000	2 MICROWAVES	\$150.00
100-100-00	1- DEEP FREEZE COMCO	\$250.00
2000000	The state of the s	7230,00
	COMMUNICATION, SECURITY & ENTERTAINMENT SYSTEMS	¢2.000.00
A335,6353	1 - SOUND SYSTEM PURCHASED MAY 1/97	\$2,000.00
1000	1 - STEALTH SECURITY SYSTEM	¢2.07C.00
1 95	PURCHASED APRIL 28/98	\$2,076.00

A	В
98 1 - CAMERA SYSTEM, 8 DOME CAMERAS, CARDS	
99 PURCHASED AUGUST 7/02	\$6,250.00
100 1 - ACER 26" LCD TV INSTALLED	
101 S/N 1903135PN00 PURCHASED JUNE 16/06	\$1,284.97
102 1 - SOUND UPGRADE OF SPEAKERS FOR LOUNGE	
103 AND COUNTY LINE ROOM	\$2,744.47
104 PURCHASED MAY 28/08	
105 2 CHANNEL VIDEO WEBSERVER, 2 CAMERAS AT	
106 LEARNING C+B134:B229ENTRE-WIRELESS INTERNET BRIDGE	\$3,700.00
107 4 PLASMA TV'S PURCHASED APPRIL 29,2014	\$4,697.15
108 8 ASSORTED COMPUTERS & SCREENS	\$4,000.00
109 1 CANNON PRINTER	\$500.00
110 1 KONICA MINOLTA PRINTER	\$500.00
111 2 APPLE IPADS	\$700.00
112 1 SMART TV & SATELLITE PURCHASED APRIL - 2021	\$600.00
113 ADMINISTRATION & JANITORIAL	
114 1 - AVENGER AV12QX CARPET CLEANER	
115 PURCHASED OCT 26/06 SER#062739156	\$4,250.00
116 15 - NORTEL CICS PHONES AND SYSTEM	\$1,500.00
117 PURCHASED APR 10/08	
118 11 POLYCOM TELUS VOIP PHONES PURCHASED THRU PLAN	\$7,500.00
119	
120	
121	
122	
123 TOTAL	\$178,456.81



## **EQUIPMENT SCHEDULE**



This schedule is attached to and forms part of:

Agreement No.:

3075267

Lessee/Borrower:

Wolf Creek Golf Resort Ltd

Equipment Location: RR 3 STN Main, Ponoka AB T4J 1R3

**Description of Equipment:** 

1 GCQuad Simulator complete with related components

1 FSX Licenses complete with related components

1 Quad Club Data complete with related components

1 Standard Course Bundle/Shipping complete with related components



## Schedule A – Equipment List

Lessor:

DE LAGE LANDEN FINANCIAL SERVICES CANADA INC.

Lessee:

WOLF CREEK GOLF RESORT LTD.

Co-Lessee:

N/A

**Equipment Leasing Agreement No.:** 

Q055820

Model/ Description	Serial Number	Equipment Location Address
(59) NEW 2016 CLUB CAR	SL1648701943	QEILHWY, 10KM SOUTH OF PONOKA, RR3.
PRECEDENT GAS GOLF CARS	SL1648701944	PONOKA, AB, T4J 1R3
ALL LINETS COLUMN STS WITH A	SL1648701945	
ALL UNITS COMPLETE WITH ALL ATTACHMENTS AND ACCESSORIES	TIH ALL	i
TO THE PROPERTY OF THE PROPERT	SL1648701947	i
	SL1648701951	<u>,</u>
	SL1648701954	
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	SL1648701961	
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	SL1648702059	
	SL1648702060	
	SL1648702061	i
	SL1648702062	1
i	SL1648702063	
	SL1648702064	
	SL1648702065	
i	SL1648702067	2
	SL1648702070	1
1	SL1648702072	Ì
	SL1648702074	į
1	SL1648702076	i
ĺ	SL1648702078	İ
1	SL1648702080	ĺ
	SL1648702082	
	SL1648702083	



## Schedule A - Equipment List

SL1648702087	240
SL1648702091	
SL1648702092	
SL1648702093	
SL1648702094	
SL1648702095	
SL1648702099	
SL1648702101	
SL1648702104	
SL1648702105	
\$L1648702107	
SL1648702109	
SL1648702112	
SL1348702114	
SL1648702116	
SL1648702118	
SL1648702120	
SL1648702122	
SL1648702131	
SL1648702132	
SL1648702133	
SL1648702134	
SL1648702135	
SL1648702136	
SL1648702139	
SL1648702140	
SL1648702142	
SL1648702144	
SL1648702147	



Initials of Co-Lessee

## **SCHEDULE B2 – INVENTORY LIST**

System ID	Custom SKIItem	Category	Remaining	Total Cost	Avg. Cost	Sale Price	Margin
2.10E+11	Titleist - Ba		_		\$13.00	\$20.00	35%
2.10E+11		•			\$604.13	\$750.00	19.45%
2.10E+11		•			\$205.84	*	
2.10E+11	ŭ	•		•	\$9.33	\$15.00	
2.10E+11	•	Proshop -		· ·	•	\$3.00	
2.10E+11		•			•		
2.10E+11		-		· ·	\$11.75	\$20.00	
2.10E+11	•	•		• •		-	
2.10E+11		•		\$48.32	\$6.04	\$10.00	39.60%
2.10E+11		•			•	\$40.00	
2.10E+11		•		•	\$12.35	\$25.00	
2.10E+11	•	•		\$67.50	\$16.88	\$35.00	
2.10E+11		-		-	\$17.50	\$40.00	56.25%
2.10E+11		•			\$37.50	\$85.00	55.88%
2.10E+11		•		•	\$37.36	\$70.00	
2.10E+11 2.10E+11	•	•		\$250.00	\$50.00	\$85.00	
2.10E+11		•		-	-	\$100.00	
2.10E+11 2.10E+11		•			\$38.67	\$80.00	
2.10E+11 2.10E+11	J	•			\$45.00	\$90.00	50%
2.10E+11 2.10E+11		•		\$180.00	\$0.00	\$30.00	100%
2.10E+11 2.10E+11	•	•		\$1,990.81	\$56.88	\$110.00	
		•			· ·	*	
2.10E+11		•		•	\$75.00	\$150.00	50%
2.10E+11		•		•	\$69.00	\$140.00	50.71%
2.10E+11		•		•	\$179.90	\$360.00	50.03%
2.10E+11		•		*	\$17.50	-	56.25%
2.10E+11	•	•		\$75.00	\$12.50	\$40.00	68.75%
2.10E+11		•		• •	\$28.50	•	43%
2.10E+11		•			\$19.00	\$45.00	57.78%
2.10E+11	Ping - Wed	•		•	\$180.00	\$280.00	35.71%
2.10E+11	•	-					
2.10E+11	•	•		• •	\$112.98	\$200.00	43.51%
2.10E+11	•	-		•	\$0.00	\$450.00	100%
2.10E+11	•	•			\$1,275.00		29.17%
2.10E+11		•		•	\$142.50	\$230.00	
2.10E+11		•		\$330.00	\$66.00	\$120.00	45%
2.10E+11	•	•		\$5.12	\$1.28	\$3.00	
2.10E+11	•	•		*	•	\$300.00	37%
2.10E+11	•	•			\$9.91	\$20.00	
2.10E+11		•		•	\$9.00	•	10%
2.10E+11	•	•				\$130.00	25.13%
2.10E+11		•		•	\$81.52	\$150.00	45.65%
2.10E+11		•		•		\$200.00	32.02%
2.10E+11		•				\$40.00	51.88%
2.10E+11	'	•			\$2.00		47.37%
2.10E+11	•	Proshop -			\$2.68		46.40%
2.10E+11	Spikes Pacl	Proshop -	A 15	\$162.75	\$10.85	\$22.00	50.68%

2.10E+11	Tifosi Sung  Proshop - A	2	\$82.24	\$41.12	\$55.00	25.24%
2.10E+11	Titleist - w€Proshop - A	1	\$15.75	\$15.75	\$25.00	37%
2.10E+11	Titleist - He Proshop - A	3	\$200.54	\$66.85	\$100.00	33.15%
2.10E+11	PING Towe Proshop - A	4	\$100.00	\$25.00	\$45.00	44.44%
2.10E+11	Wolf Creek Proshop - A	75	\$187.50	\$2.50	\$5.00	50%
2.10E+11	Wolf Creek Proshop - A	14	\$96.04	\$6.86	\$20.00	65.70%
2.10E+11	Wolf Creek Proshop - A	130	\$644.54	\$4.96	\$10.00	50.42%
2.10E+11	Zeal Sungla Proshop - A	3	\$238.23	\$79.41	\$150.00	47.06%
2.10E+11	Cattleman Proshop - A	24	\$159.60	\$6.65	\$10.00	33.50%
2.10E+11	Cattleman Proshop - S	13	\$105.17	\$8.09	\$15.00	46.07%
2.10E+11	Cattlemans Proshop - A	41	\$950.79	\$23.19	\$20.00	-15.95%
2.10E+11	Cattleman Proshop - A	2	\$67.78	\$33.89	\$40.00	15.28%
2.10E+11	Taylor Mad Proshop - F	4	\$69.08	\$17.27	\$25.00	30.92%
2.10E+11	Taylor Mad Proshop - F	39	\$351.00	\$9.00	\$22.00	59.09%
2.10E+11	Taylor Mad Proshop - F	5	\$120.00	\$24.00	\$45.00	46.67%
2.10E+11	Bridgeston Proshop - F	8	\$0.00	\$0.00	\$11.00	100%
2.10E+11	Taylor Mad Proshop - F	13	\$2,600.00	\$200.00	\$430.00	53.49%
2.10E+11	Taylor Mad Proshop - F	7	\$5,172.29	\$738.90	\$750.00	1.48%
2.10E+11	Taylor Mad Proshop - F	4	\$688.00	\$172.00	\$380.00	54.74%
2.10E+11	Nike - Shoe Proshop - F	1	\$70.13	\$70.13	\$139.00	49.55%
2.10E+11	SuperSpee(Proshop - F	1	\$190.00	\$190.00	\$255.00	25.49%
2.10E+11	4031181 Bushnell Tc Proshop - A	7	\$1,855.00	\$265.00	\$440.00	39.77%
2.10E+11	Junior Tour Proshop - A	39	\$546.00	\$14.00	\$10.00	-40%
2.10E+11 2.10E+11	Wolf Creek Proshop - S	2	\$45.00	\$22.50	\$40.00	43.75%
2.10E+11	Wolf Creek Proshop - A	11	\$96.00	\$8.73	\$30.00	70.91%
2.10E+11 2.10E+11	Taylor Mad Proshop - F	15	\$525.00	\$35.00	\$150.00	76.67%
2.10E+11 2.10E+11	Ecovessel L Proshop - A	3	\$83.58	\$27.86	\$130.00	40.72%
2.10E+11 2.10E+11	Mizuno Go Proshop - F	1	\$116.00	\$116.00	\$160.00	27.50%
	•					27.30%
2.10E+11	PXG Bag Proshop - F	1	\$300.00	\$300.00	\$425.00	
2.10E+11	Odyssey - F Proshop - F	1	\$333.23	\$333.23	\$400.00	16.69%
2.10E+11	Belt - Wolf Proshop - S	3	\$62.50	\$20.83	\$65.00	67.95%
2.10E+11	Adidas - Sw Proshop - S	1	\$40.00	\$40.00	\$90.00	55.56%
2.10E+11	Mizuno - W Proshop - F	2	\$130.90	\$65.45	\$200.00	67.28%
2.10E+11	Tees Proshop - A	421	\$842.00	\$2.00	\$4.76	57.98%
2.10E+11	Forged Coil Proshop - A	313	\$2,476.20	\$7.91	\$15.00	47.26%
2.10E+11	Titleist - Ba Proshop - F	19	\$114.00	\$6.00	\$11.00	45.45%
2.10E+11	Sun Ice Elei Proshop - S	1	\$64.90	\$64.90	\$130.00	50.08%
2.10E+11	Sun Ice Jacl Proshop - S	3	\$389.70	\$129.90	\$260.00	50.04%
2.10E+11	Sun Ice Ves Proshop - S	1	\$79.90	\$79.90	\$160.00	50.06%
2.10E+11	Sun Ice Alle Proshop - S	2	\$134.80	\$67.40	\$130.00	48.15%
2.10E+11	Johnnie-O · Proshop - S	3	\$116.52	\$38.84	\$105.00	63.01%
2.10E+11	Johnnie-O · Proshop - S	7	\$258.28	\$36.90	\$150.00	75.40%
2.10E+11	Johnnie-O · Proshop - S	4	\$236.32	\$59.08	\$125.00	52.74%
2.10E+11	Johnnie-O <sup>-</sup> Proshop - S	5	\$130.00	\$26.00	\$59.00	55.93%
2.10E+11	Johnnie-O I Proshop - S	1	\$18.00	\$18.00	\$40.00	55%
2.10E+11	Johnnie-O (Proshop - S	2	\$72.00	\$36.00	\$120.00	70%
2.10E+11	Bridgeston Proshop - S	1	\$30.00	\$30.00	\$75.00	60%

2.10E+11	Taylor Mad Proshop - F	7	\$42.00	\$6.00	\$11.00	45.45%
2.10E+11	Sock - Stan Proshop - S	4	\$35.24	\$8.81	\$15.00	41.27%
2.10E+11	Adidas Sho Proshop - S	2	\$80.00	\$40.00	\$80.00	50%
2.10E+11	Titleist - Fa Proshop - F	1	\$300.00	\$300.00	\$400.00	25%
2.10E+11	Titleist - Hy Proshop - F	1	\$177.00	\$177.00	\$350.00	49.43%
2.10E+11	Club Brush Proshop - A	1	\$6.95	\$6.95	\$15.00	53.67%
2.10E+11	Ecovessel N Proshop - A	1	\$25.00	\$25.00	\$40.00	37.50%
2.10E+11	Barrington Proshop - A	9	\$282.00	\$31.33	\$65.00	51.79%
2.10E+11	Barrington Proshop - A	16	\$564.00	\$35.25	\$55.00	35.91%
2.10E+11	Barrington Proshop - A	14	\$280.00	\$20.00	\$35.00	42.86%
2.10E+11	Forged Div Proshop - A	26	\$237.50	\$9.13	\$17.00	46.27%
2.10E+11	Forged Bag Proshop - A	215	\$1,591.00	\$7.40	\$25.00	70.40%
2.10E+11	Koozie Proshop - A	91	\$250.25	\$2.75	\$6.00	54.17%
2.10E+11	Wolf Creel Proshop - A	13	\$221.00	\$17.00	\$45.00	62.22%
2.10E+11	Mizuno - S\ Proshop - S	1	\$40.00	\$40.00	\$80.00	50%
2.10E+11	Adidas Bac Proshop - F	1	\$50.00	\$50.00	\$100.00	50%
2.10E+11	Foot Joy - ( Proshop - F	1	\$90.30	\$90.30	\$100.00	9.70%
2.10E+11	Sun Ice Edi: Proshop - S	2	\$241.27	\$120.64	\$400.00	69.84%
2.10E+11	Foot Joy - (Proshop - F	13	\$273.00	\$21.00	\$45.00	53.33%
2.10E+11	Foot Joy - (Proshop - F	16	\$337.89	\$21.12	\$45.00	53.07%
2.10E+11	Foot Joy - S Proshop - F	1	\$166.00	\$166.00	\$230.00	27.83%
2.10E+11	Foot Joy - S Proshop - F	8	\$739.78	\$92.47	\$140.00	33.95%
2.10E+11	Foot Joy - S Proshop - F	10	\$922.82	\$92.28	\$140.00	34.08%
2.10E+11	Foot Joy - S Proshop - F	1	\$8.25	\$8.25	\$15.00	45%
2.10E+11	Foot Joy - S Proshop - F	1	\$7.00	\$7.00	\$15.00	53.33%
2.10E+11	Johnnie-O · Proshop - A	1	\$26.00	\$26.00	\$50.00	48%
2.10E+11	Johnnie-O · Proshop - F	1	\$160.00	\$160.00	\$300.00	46.67%
2.10E+11 2.10E+11	Taylor Mad Proshop - F	12	\$6,817.55	\$568.13	\$780.00	27.16%
2.10E+11	Sun Ice Jacl Proshop - S	2	\$118.50	\$59.25	\$120.00	50.63%
2.10E+11 2.10E+11	Foot Joy - S Proshop - S	2	\$116.56	\$73.33	\$150.00	51.11%
2.10E+11 2.10E+11	Foot Joy - F Proshop - S	_	\$145.00	\$48.33	\$130.00	51.11%
2.10E+11 2.10E+11	Foot Joy - F Proshop - S	3 4	\$200.00	\$50.00	\$99.00	49.49%
	Foot Joy - E Proshop - S	2			\$150.00	
2.10E+11		25	\$150.00	\$75.00 \$10.04	-	50%
2.10E+11	Zoom - Glo Proshop - F		\$273.50 \$594.62	\$10.94	\$25.00	56.24%
2.10E+11	Mizuno - In Proshop - F	4	•	\$148.66	\$200.00	25.67%
2.10E+11	Adidas - Sh Proshop - F	13	\$1,887.00	\$145.15 \$12.66	\$270.00	46.24%
2.10E+11	Junior Tour Proshop - (	25	\$316.50	•	\$20.00	36.70%
2.10E+11	Sun Ice - Ar Proshop - S	1	\$292.50	\$292.50	\$550.00	46.82%
2.10E+11	Adidas - Sh Proshop - S	1	\$35.00	\$35.00	\$85.00	58.82%
2.10E+11	Adidas - Sh Proshop - S	2	\$70.00	\$35.00	\$85.00	58.82%
2.10E+11	Adidas - Sh Proshop - S	2	\$75.00	\$37.50	\$85.00	55.88%
2.10E+11	Johnnie-O · Proshop - S	7	\$392.00	\$56.00	\$140.00	60%
2.10E+11	Johnnie-O   Proshop - S	2	\$108.00	\$54.00	\$120.00	55%
2.10E+11	Johnnie-O · Proshop - S	4	\$176.00	\$44.00	\$110.00	60%
2.10E+11	Johnnie-O · Proshop - S	2	\$104.00	\$52.00	\$130.00	60%
2.10E+11	Johnnie-O · Proshop - S	1	\$52.00	\$52.00	\$130.00	60%
2.10E+11	Johnnie-O · Proshop - S	1	\$68.00	\$68.00	\$170.00	60%

2.10E+11	Johnnie-O · Proshop - S	2	\$88.00	\$44.00	\$110.00	60%
2.10E+11	Johnnie-O · Proshop - S	1	\$52.00	\$52.00	\$130.00	60%
2.10E+11	Johnnie-O · Proshop - S	1	\$52.00	\$52.00	\$130.00	60%
2.10E+11	Johnnie-O · Proshop - S	1	\$52.00	\$52.00	\$130.00	60%
2.10E+11	Johnnie-O · Proshop - S	1	\$0.00	\$0.00	\$150.00	100%
2.10E+11	Johnnie-O · Proshop - S	1	\$52.00	\$52.00	\$130.00	60%
2.10E+11	Johnnie-O · Proshop - S	1	\$52.00	\$52.00	\$130.00	60%
2.10E+11	Johnnie-O · Proshop - S	1	\$52.00	\$52.00	\$130.00	60%
2.10E+11	Johnnie-O · Proshop - S	6	\$312.00	\$52.00	\$130.00	60%
2.10E+11	Johnnie-O · Proshop - S	2	\$112.00	\$56.00	\$140.00	60%
2.10E+11	Adidas - Be Proshop - S	6	\$150.00	\$25.00	\$50.00	50%
2.10E+11	Adidas - So Proshop - F	8	\$48.00	\$6.00	\$12.00	50%
2.10E+11	Adidas - So Proshop - F	4	\$37.00	\$9.25	\$24.00	61.46%
2.10E+11	Adidas - Sh Proshop - F	1	\$66.00	\$66.00	\$120.00	45%
2.10E+11	Adidas - To Proshop - A	2	\$35.00	\$17.50	\$35.00	50%
2.10E+11	Adidas - Sh Proshop - F	1	\$84.00	\$84.00	\$160.00	47.50%
2.10E+11	Titleist - Sh Proshop - F	1	\$70.00	\$70.00	\$100.00	30%
2.10E+11	Sundog Sur Proshop - A	2	\$59.06	\$29.53	\$70.00	57.81%
2.10E+11	Adidas - Sh Proshop - S	2	\$80.00	\$40.00	\$85.00	52.94%
2.10E+11	Adidas - Sh Proshop - S	1	\$42.50	\$42.50	\$85.00	50%
2.10E+11	Adidas - Sh Proshop - S	38	\$1,001.30	\$26.35	\$75.00	64.87%

\$75,650.53

## SCHEDULE B3 – LAND AGREEMENT BETWEEN WOLF CREEK GOLF RESORT LTD. AND MORNINGSIDE RANCHES

McNall and his family. This complimentary golf & cart automatically renews each golf season as long as Wolf Creek Golf Resort is under the current ownership. In consideration of rent, Wolf Creek Golf Resort Ltd shall grant complimentary golf & cart for Jim

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument. Any signature page delivered via fax or email shall be binding to the same extent as an original signature page. Any party that delivers such a signature page agrees to later deliver an original counterpart to any other party which requests it.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

Title: Owwer

## Land Agreement Between

# Wolf Creek Golf Resort Ltd. **Morningside Ranches**

April 7, 2017

## 1 RIGHT AWAY AGREEMENT

maintenance staff with course equipment on a designated route on the north edge of Morningside Ranches The intent of this agreement is to grant Wolf Creek golf Resort access for golfers using power carts and

## 1.2 LAND DESCRIPTION

These lands include the following:

4-26-4-34 N1/2 NE James & Patricia McNall (Morningside Ranches)

## 1.3 RIGHT AWAY USE

Wolf Creek Golf Resort currently uses this right-away for a cart path that goes from the Old course to the Links course. This is for transit use only that encroaches on approximately 6+ meters of Mr. Monalls land with a route length of about 244 meters.

# 1.4 EXTENT OF AGREEMENT

This agreement super-cedes any other agreement and will carry forward if the ownership of either lands change hands.

## 1.5 OTHER CONDITIONS

- Mr. McNall shall maintain the fence beside the property.
   Wolf Creek agrees to any liabilities that result from any misuse of the right-away by its customers
- Wolf Creek Golf Resort can and will maintain a paved roadway within the right-away area.
  - Wolf Creek Golf Resort can operate golf equipment on these lands as well as golf carts.

## Schedule "C"

## **Encumbrances to be Discharged**

Registration Number	<u>Date</u>	<u>Particulars</u>			
0628446; A; 1					
182 246 658	02/10/2018	Mortgage – Cobra Mortgage Services Ltd.			
182 246 659	02/10/2018	Caveat re: Assignment of Rents and Leases – Cobra Mortgage Services Ltd.			
192 028 440	04/02/2019	Mortgage – 1224512 Alberta Ltd.			
202 079 615	14/04/2020	Tax Notification – Ponoka County			
232 014 998	14/01/2023	Writ – Nu Edge Construction Ltd.			
NOT YET REGISTERED (DRR E000KZR)	18/01/2023	Caveat – Kirwin LLP			
NOT YET REGISTERED (DRR E000V03)	26/01/2023	Caveat – Kirwin LLP			
4; 26; 42; 3; SE					
182 246 658	02/10/2018	Mortgage – Cobra Mortgage Services Ltd.			
182 246 659	02/10/2018	Caveat re: Assignment of Rents and Lease – Cobra Mortgage Services Ltd.			
192 028 440	04/02/2019	Mortgage – 1224512 Alberta Ltd.			
202 079 615	14/04/2020	Tax Notification – Ponoka County			
232 014 998	14/01/2023	Writ – Nu Edge Construction Ltd.			
NOT YET REGISTERED (DRR E000KZR)	18/01/2023	Caveat – Kirwin LLP			
NOT YET REGISTERED (DRR E000V03)	26/01/2023	Caveat – Kirwin LLP			
4; 26; 41; 35; NW					
182 246 658	02/10/2018	Mortgage – Cobra Mortgage Services Ltd.			
182 246 659	02/10/2018	Caveat re: Assignment of Rents and Leases – Cobra Mortgage Services Ltd.			
192 028 440	04/02/2019	Mortgage – 1224512 Alberta Ltd.			
232 014 998	14/01/2023	Writ – Nu Edge Construction Ltd.			
NOT YET REGISTERED (DRR D00D7XJ)		Caveat – Kirwin LLP			
NOT YET REGISTERED (DRR E0003QB)		Caveat			
NOT YET REGISTERED (DRR E000KZ5)	18/01/2023	Caveat – Kirwin LLP			
NOT YET REGISTERED (DRR E000KZR)	18/01/2023	Caveat – Kirwin LLP			
NOT YET REGISTERED (DRR E000TR6)	25/01/2023	Caveat – Kirwin LLP			
NOT YET REGISTERED (DRR E000V03)	26/01/2023	Caveat – Kirwin LLP			

## Schedule "D"

## **Permitted Encumbrances**

Registration Number	<u>Date</u>	<u>Particulars</u>
0628446; A; 1		
782 060 885	28/03/1978	Utility Right of Way – Atco Gas and Pipelines Ltd.
802 284 679	26/11/1980	and Pipelines Ltd.  Utility Right of Way – Atco Gas and Pipelines Ltd.
062 589 822	21/12/2006	Caveat re: Easement
062 589 846	21/12/2006	Caveat re: Deferred Reserve – Ponoka County West Central Planning Agency
072 279 919	16/05/2007	Utility Right of Way – Atco Gas and Pipelines Ltd.
072 620 540	18/10/2007	Caveat re: Utility Right of Way – Wolf Creek Village Ltd.
072 700 713	30/11/2007	Caveat re: Easement
082 158 219	14/04/2008	Caveat re: Easement
082 282 001	12/07/2008	Caveat re: Right of Way Agreement – North Red Deer River Water Services Commission
092 049 567	17/02/2009	Caveat re: Restrictive Covenant
092 049 568	17/02/2009	Caveat re: Restrictive Covenant
102 132 886	23/04/2010	Caveat re: Restrictive Covenant
102 132 932	23/04/2010	Restrictive Covenant
102 154 950	10/05/2010	Caveat re: Utility Right of Way – Telus Communications Inc.
<u>4; 26; 42; 3; SE</u>		
792 053 345	09/03/1979	Utility Right of Way – The Town of Lacombe
812 062 395	19/03/1981	Utility Right of Way – Atco Gas and Pipelines Ltd.
4; 26; 41; 35; NW		
852 168 385	12/08/1985	Caveat re: Development Agreement – Lacombe County
102 057 078	19/02/2010	Caveat re: Development Agreement pursuant to Municipal Government Act – Lacombe County
102 392 607	05/11/2010	Utility Right of Way – Atco Gas and Pipelines Ltd.