

Clerk's Stamp:



COURT FILE NUMBER
COURT
JUDICIAL CENTRE OF

2501-06120
COURT OF KING'S BENCH OF ALBERTA
CALGARY
IN THE MATTER OF THE *COMPANIES'*
CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c.
C-36, as amended

AND IN THE MATTER OF A PLAN OF
COMPROMISE OR ARRANGEMENT OF
SUNTERRA FOOD CORPORATION, TROCHU
MEAT PROCESSORS LTD., SUNTERRA QUALITY
FOOD MARKETS INC., SUNTERRA FARMS LTD.,
SUNWOLD FARMS LIMITED, SUNTERRA BEEF
LTD., LARIAGRA FARMS LTD., SUNTERRA FARM
ENTERPRISES LTD., SUNTERRA ENTERPRISES
INC.

APPLICANT(S):

SUNTERRA FOOD CORPORATION, TROCHU
MEAT PROCESSORS LTD., SUNTERRA QUALITY
FOOD MARKETS INC., SUNTERRA FARMS LTD.,
SUNWOLD FARMS LIMITED, SUNTERRA BEEF
LTD., LARIAGRA FARMS LTD., SUNTERRA FARM
ENTERPRISES LTD., SUNTERRA ENTERPRISES
INC.

DOCUMENT

APPROVAL AND VESTING ORDER

CONTACT INFORMATION OF PARTY
FILING THIS DOCUMENT:

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File No. 1375-00001

**DATE ON WHICH ORDER WAS
PRONOUNCED:**
**NAME OF JUDGE WHO MADE THIS
ORDER:**
LOCATION OF HEARING:

July 24, 2025

The Honourable Justice M.J. Lema
Edmonton, Alberta

UPON the application of Sunterra Food Corporation, Trochu Meat Processors Ltd., Sunterra Quality Food Markets Inc., Sunterra Farms Ltd., Sunwold Farms Limited, Sunterra Beef Ltd., Lariagra

Farms Ltd., Sunterra Farm Enterprises Ltd., Sunterra Enterprises Inc. (collectively, the “**Applicants**” or “**Sunterra Group**”); **AND UPON** having read the Application, the Affidavit of Arthur Price dated July 15, 2025; **AND UPON** reading the Second Report of the Monitor, FTI Consulting Canada Inc. (the “**Monitor**”); **AND UPON** hearing counsel for the Applicants and any other counsel who may be present; **IT IS HEREBY ORDERED AND DECLARED THAT:**

SERVICE

1. The time for service of the notice of application for this order (the “**Order**”) is hereby abridged and deemed good and sufficient and this application is properly returnable today.

DEFINITIONS

2. Unless otherwise stated or the context otherwise requires, all capitalized terms not defined herein have the meanings ascribed to them in the Amended and Restated Initial Order granted in these proceedings on April 28, 2025 (the “**ARIO**”). In addition, for the purposes of this Order:

- a. “**Closing Adjustments**” means the ordinary and specific adjustments set forth in the Purchase and Sale Agreement (defined below);

- b. “**Lands**” means collectively:

- i) THE NORTH WEST QUARTER OF SECTION 16 TOWNSHIP 27
RANGE 16
WEST OF THE FOURTH MERIDIAN
CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS
EXCEPTING THEREOUT:

PLAN	NUMBER	HECTARES	ACRES
ROAD	9111744	0.390	0.96

EXCEPTING THEREOUT ALL MINES AND MINERALS

- ii) THE SOUTH WEST QUARTER OF SECTION 16
TOWNSHIP 27
RANGE 16
WEST OF THE FOURTH MERIDIAN
CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS
EXCEPTING THEREOUT:

PLAN	NUMBER	HECTARES	ACRES
ROAD	7710098	0.405	1.00
ROAD	9111744	0.388	0.96

EXCEPTING THEREOUT ALL MINES AND MINERALS

- c. **“Net Proceeds”** means the gross proceeds of sale of the Lands less (i) Closing Adjustments, and (ii) all other reasonable and ordinary closing costs (including GST, property taxes, commissions, legal fees and disbursements);
- d. **“Permitted Encumbrances”** means those encumbrances, registrations and interests set out in Schedule “A” hereto;
- e. **“Purchase and Sale Agreement”** means the Agricultural Purchase Contract(s) between Sunterra Farms Ltd. (the **“Vendor”**) and Douglas Price and Evan Hegedys (collectively, the **“Purchaser”**), copies of which are attached as Exhibit **[“XX”]** to the Arthur Price dated July 15, 2025, as the same may be amended from time to time with the consent of the Monitor and the Purchaser;
- f. **“Monitor’s Certificate”** means the certificate to be delivered by the Monitor substantially in the form attached as Schedule “B” hereto.

APPROVAL OF SALE TRANSACTION

- 3. The sale, transfer and conveyance of the Lands to the Purchaser pursuant to and in accordance with the Purchase and Sale Agreement (the **“Transaction”**) is hereby approved and authorized.
- 4. The Vendor and the Monitor are hereby authorized and directed to execute and deliver all conveyances, assignments, transfers, documents and assurances, and to do all such further things as may be reasonably necessary or desirable to complete the Transaction and to carry out the terms of this Order without further order of this Court.

VESTING OF PROPERTY

- 5. Upon delivery by the Monitor to the Purchaser of the Monitor’s Certificate confirming that:
 - a. the Purchaser has paid the Purchase Price in accordance with the terms of the Purchase and Sale Agreement; and
 - b. all conditions to closing contained in the Purchase and Sale Agreement have been satisfied or waived;

then, effective as of the Closing Time specified in the Monitor’s Certificate, all right, title, estate and interest of the Vendor in and to the Lands shall vest absolutely in the Purchaser, free and clear of and from all liens, charges, security interests, encumbrances, trusts (whether deemed, statutory or

otherwise), claims, demands, rights or equities of redemption, howsoever arising, save and except for the Permitted Encumbrances.

6. Immediately upon the registration of this Order and the Monitor's Certificate:
 - a. the Vendor and all persons claiming through, by or under the Vendor in respect of the Lands—save and except for the holders of the Permitted Encumbrances—shall stand absolutely barred, foreclosed and estopped from all right, title, estate, interest or equity of redemption in or to the Lands;
 - b. the Purchaser shall be entitled to enter into, possess, occupy and enjoy the Lands for its own use and benefit without interference from the Vendor or any person claiming through, by or under the Vendor; and
 - c. The Registrar of Land Titles for the Province of Alberta shall:
 - i) register title to the Lands in the name of the Purchaser, subject only to the Permitted Encumbrances;
 - ii) discharge, release or cancel from the certificate(s) of title for the Lands all other encumbrances, registrations or interests that are not Permitted Encumbrances; and
 - iii) accept this Order as conclusive evidence of the vesting of title pursuant to section 191 of the *Land Titles Act* (Alberta), and need not inquire further as to the propriety of such registration.

DISTRIBUTION OF NET PROCEEDS

7. The Vendor and the Monitor are authorized and directed to hold and distribute the Net Proceeds of sale to Farm Credit Canada or its direction.

MISCELLANEOUS

8. This Order shall prevail to the extent of any inconsistency between the terms hereof and the Purchase and Sale Agreement.
9. Notwithstanding:
 - a. the pendency of these CCAA proceedings;
 - b. any application for or any issuance of a bankruptcy order against the Vendor under the *Bankruptcy*

and Insolvency Act (the “BIA”);

- c. any assignment in bankruptcy by the Vendor; or
- d. the provisions of any federal or provincial statute;

the vesting of the Lands in the Purchaser pursuant to this Order shall be valid and binding upon any trustee in bankruptcy, receiver, liquidator or other person appointed under the BIA or otherwise, and shall not be void or voidable by creditors of the Vendor, nor shall it constitute or be deemed to constitute a “transfer at undervalue”, “fraudulent preference”, “settlement”, “fraudulent conveyance” or other reviewable transaction under any applicable statute.

10. The Monitor may rely on written notice from counsel for the Vendor or the Purchaser regarding the satisfaction or waiver of conditions precedent in the Purchase and Sale Agreement and shall incur no liability as a result of acting in reliance on such notice.

Justice of the Court of King's Bench of Alberta

Schedule "A"

PERMITTED ENCUMBRANCES

LEGAL:

THE NORTH WEST QUARTER OF SECTION 16 TOWNSHIP 27
RANGE 16

WEST OF THE FOURTH MERIDIAN

CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS

EXCEPTING THEREOUT:

PLAN	NUMBER	HECTARES	ACRES
ROAD	9111744	0.390	0.96

EXCEPTING THEREOUT ALL MINES AND MINERALS

PERMITTED ENCUMBRANCES:

Registration Number	Particulars
021 173 979	CAVEAT RE: PIPELINE RIGHT OF WAY

LEGAL:

THE SOUTH WEST QUARTER OF SECTION 16
TOWNSHIP 27

RANGE 16

WEST OF THE FOURTH MERIDIAN

CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS

EXCEPTING THEREOUT:

PLAN	NUMBER	HECTARES	ACRES
ROAD	7710098	0.405	1.00
ROAD	9111744	0.388	0.96

EXCEPTING THEREOUT ALL MINES AND MINERALS

PERMITTED ENCUMBRANCES:

Registration Number	Particulars
021 173 979	CAVEAT RE: PIPELINE RIGHT OF WAY

Schedule "B"

Form of Monitor's Certificate

Clerk's Stamp:



COURT FILE NUMBER

2501-06120

COURT

COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE OF

CALGARY

IN THE MATTER OF THE *COMPANIES'*
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ENTERPRISES LTD., SUNTERRA ENTERPRISES
INC.

DOCUMENT

MONITOR'S CERTIFICATE

CONTACT INFORMATION OF PARTY
FILING THIS DOCUMENT:

NORTON ROSE FULBRIGHT LLP
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4H2 Canada

ATTN: HOWARD GORMAN, K.C.
TEL: 403-267-8144
EMAIL: howard.gorman@nortonrosefulbright.com
Counsel for FTI Consulting Canada Inc. in its
capacity as Court-appointed monitor of the Sunterra
Group

PURSUANT to an Approval and Vesting Order of the Honourable Justice M.J. Lema pronounced
on July 24, 2025 (the "**Vesting Order**"), the Court approved an agreement of purchase and sale (the

“Agreement”) between Sunterra Farms Ltd. (the **“Vendor”**) and Douglas Price and Evan Hegedys (collectively, the **“Purchaser”**) and provided for the vesting in the Purchaser of the Vendor’s right, title and interest in and to the Lands, upon delivery of this Certificate. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Vesting Order.

THE MONITOR CERTIFIES the following:

1. The Purchaser has paid, and the Vendor has received, the Purchase Price payable on Closing pursuant to the Agreement.
2. All conditions to Closing as set out in the Agreement have been satisfied or waived.
3. The Transaction has been completed to the satisfaction of the Monitor.
4. For the purposes of the *Land Titles Office* (Alberta), the Permitted Encumbrances are as set forth in Schedule “A” to the Vesting Order.

DATED at Calgary, Alberta this ____ day of _____, 2025.

FTI CONSULTING CANADA INC.

In its capacity as Court-appointed Monitor of the
Sunterra Group and not in its personal capacity

Per: _____

Name:

Title: