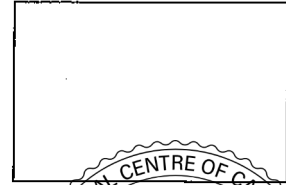


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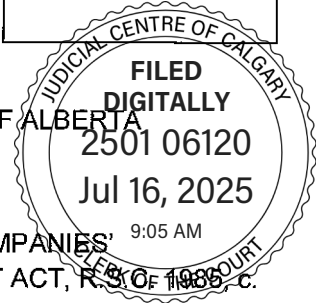
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JUDICIAL CENTRE OF

CALGARY



IN THE MATTER OF THE COMPANIES,  
CREDITORS ARRANGEMENT ACT, R.S.O. 1990, 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

AFFIDAVIT

ADDRESS FOR SERVICE AND  
CONTACT INFORMATION OF PARTY  
FILING DOCUMENT

Blue Rock Law LLP  
700-215 9 Avenue SW  
Calgary AB T2P 1K3  
Attention: David W. Mann KC/Scott Chimuk  
Phone: (587) 317-0643/(587) 390-7041  
Fax: (825) 414-0831  
Email Address: david.mann@bluerocklaw.com  
scott.chimuk@bluerocklaw.com  
File No. 1375-00001

**AFFIDAVIT OF ARTHUR PRICE**  
**Sworn on July 15, 2025**

I, ARTHUR PRICE, of Alberta, SWEAR AND SAY THAT:

1. I am a director and principal officer of the Applicants, save for Trochu Meat Processors Ltd ("**Trochu**") and Sunterra Beef Ltd ("**Sunterra Beef**"), which form part of the Sunterra Group. The Sunterra Group is a related group of companies registered in Alberta, Canada and the United States of America (US). I am authorized by all of the Applicants to depose this Affidavit and do so on their behalf. As such, I have personal knowledge of all the matters deposed to herein, except where stated to be based on information provided by other persons, and where so stated, I believe such information to be true. Where applicable, I have also relied upon corporate records and supporting documentation maintained by the Applicants as evidence of the relevant facts, including all matters relating to the Group's organizational structure, shareholding details, and business operations.
2. This Affidavit is made in support of an application by the Applicants for an order establishing a claims process (the "**Claims Procedure Order**") and certain ancillary relief, the salient points of which include:
  - a. approving a claims process for the identification, quantification, and resolution of Claims (as defined below) as against the Sunterra Group and their respective current and former directors and officers;
  - b. authorizing the Sunterra Group and the Monitor (each as defined below) to perform their respective obligations under the Claims Procedure Order;
  - c. establishing the Claims Bar Date and the Restructuring Period Claims Bar Date (each as defined below);
  - d. establishing the process for the adjudication of the claims of Compeer Financial, PCA ("**Compeer**") and National Bank of Canada ("**NBC**");
  - e. extending the Stay Period and Parent Stay (each as defined below) to and including November 30, 2025; and
  - f. approving the sale of certain lands.
3. All references to currency in this Affidavit are to Canadian dollars unless noted otherwise. The Applicants do not waive or intend to waive any applicable privilege by any statement herein.

#### **Overview of the CCAA Proceedings**

4. All of the Applicants are private corporations incorporated in Alberta. The Applicant (collectively, the "**Sunterra Group**") are members of the Sunterra Group, a diversified group of related companies ultimately owned and operated by members of the Price family, with a long and respected history in Canada.

5. On March 24, 2025, Sunterra Farms Ltd., Sunterra Food Corporation, Sunterra Quality Food Markets Inc., Sunwold Farms Limited and Trochu Meat Processors Ltd. each filed a Notice of Intention to Make a Proposal under the *Bankruptcy and Insolvency Act*, R.S.C 1985, c. B-3, as amended.
6. On April 22, 2025 (the "**Filing Date**"), the Applicants, being the companies that comprise the Sunterra Group, were granted protection under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") pursuant to an Initial Order (the "**Initial Order**") of this Honourable Court. The protections provided by the Initial Order—including the stay of proceedings and related benefits—extend to each entity within the Sunterra Group.
7. Among other things, the Initial Order:
  - a. appointed FTI Consulting Canada Inc. as Monitor within these CCAA proceedings (the "**Monitor**");
  - b. granted an initial stay of all proceedings, demands, notices, remedies, and enforcement processes against the Sunterra Group, including protection for the Group's directors, officers, employees, and representatives, until April 28, 2025 (the "**Stay Period**");
  - c. authorized, but did not require, the Sunterra Group to make certain pre-filing payments—subject to the prior consent of the Monitor—to key participants in its business operations and critical suppliers to support its ongoing restructuring efforts;
  - d. granted an Administration Charge and a Directors' Charge to secure fees and disbursements arising in connection with these proceedings; and
  - e. provided a framework designed to facilitate the orderly restructuring of the Sunterra Group's operations, thereby ensuring that the Group may continue its business as a going concern.
8. In accordance with the Initial Order, the Monitor established a dedicated website, available at <https://cfcanada.fticonsulting.com/sunterra/>, to post information and documents related to these CCAA proceedings, including court Orders, motion materials, Monitor's reports, and the service list (the "**Monitor's Website**").
9. On April 28, 2025, the Court granted an Amended and Restated Initial Order which, among other things extended the Stay Period and all associated protective remedies until and including July 31, 2025.
10. Since the granting of the Initial Order, and in close consultation with the Monitor and its professional advisors, the Sunterra Group has been working diligently to stabilize its cash flows, restructure its operations, and preserve the value of its estate. Throughout these proceedings, the Applicants have maintained open and proactive communication with all key stakeholders—including creditors,

employees, suppliers, and landlords—to ensure that the Sunterra Group continues to operate as a going concern. These restructuring efforts underscore the Sunterra Group's commitment to emerging from its current challenges with a stronger, more resilient business model for the future.

### **Claims Process**

11. The Sunterra Group, in consultation with the Monitor, has developed a proposed claims process (the “**Claims Process**”) to govern the filing, review, and determination of Claims against the Sunterra Group. This Claims Process covers Claims from creditors—including intercompany Claims—as well as any Claims against the current and former directors and officers (the “**D&O Claims**”). The Sunterra Group believes that the Claims Process is a fair, efficient, and reasonable method for resolving Claims in these CCAA proceedings, tailored to the specific context of its active restructuring and commitment to emerging as a going concern. The Monitor has advised its support for the Claims Process NTD – confirm prior to swearing. Capitalized terms not otherwise defined in this Affidavit carry the meanings provided in the proposed Claims Procedure Order.
12. The Sunterra Group, with the assistance of the Monitor, has undertaken substantial advance preparation for the launch of the Claims Process. This early preparation is intended to expedite the distribution of recoveries under its restructuring plan to its creditors and other stakeholders as soon as practicable. The Sunterra Group seeks the prompt approval of the Claims Process so that it may advance towards developing a comprehensive plan of arrangement that serves the interests of all stakeholders.
13. As set forth more fully in the proposed Claims Procedure Order, the Sunterra Group is soliciting the following Categories of Claims:
  - a. **Pre-Filing Claims:** Any claim of any Person, wherever situated, including in Canada and the United States of America, against any entity of the Sunterra Group—including claims for priority, property, or trust interests—in connection with any indebtedness, liability, or obligation of any such entity that existed on or before the Filing Date.
  - b. **Restructuring Period Claims:** Any claim of any Person, wherever situated, including in Canada and the United States of America, against any entity of the Sunterra Group arising out of any indebtedness, liability, or obligation incurred or arising after the Filing Date in connection with restructuring, disclaimer, termination, or breach of any contract, lease, or agreement, whether written or oral.
  - c. **Pre-Filing D&O Claims:** Any claim of any Person, wherever situated, including in Canada and the United States of America, against one or more Directors and/or Officers based, in whole or in part, on circumstances that existed prior to the Filing Date, including any claim for contribution or indemnity against such Directors and/or Officers.

- d. **Restructuring Period D&O Claims:** Any claim of any Person, wherever situated, including in Canada and the United States of America, against one or more Directors and/or Officers relating to events occurring after the Filing Date, including any claim for contribution, indemnity, or any other related relief.
  - e. **Stakeholder Claims:** The claims of two of the major stakeholders in this reorganization, being Compeer and NBC, are complex and require a more robust process for resolution and are therefore the subject of a more detailed process.
14. The Claims Process does not apply to (collectively, the **"Excluded Claims"**):
- a. Any Claim that may be asserted by any beneficiary of charges granted by the Court, including but not limited to the Administration Charge or Directors' Charge;
  - b. Any Claim that may be asserted by the Monitor or its representatives;
  - c. Any Claim that may be asserted by any entity of the Sunterra Group against its Directors and/or Officers; and
  - d. Any Claim arising through subrogation under any insurance or similar arrangement.
15. The purpose of the Claims Process is to determine the nature, amount, and validity of Claims against the Sunterra Group and its Directors and Officers. Designed with user-friendliness in mind, the process seeks to encourage potential claimants to submit their Claims and to have them resolved in an efficient and equitable manner, thereby facilitating the overall restructuring plan.

#### **Claims Process and Notice – General Claims**

16. The proposed Claims Process requires the Monitor, to send a General Claims Package—which includes a Proof of Claim form and a D&O Proof of Claim form—to:
- a. each Person listed on the Service List (except for those Persons who, in the reasonable opinion of the Sunterra Group and the Monitor, are likely to assert only Excluded Claims);
  - b. any Person who has requested a Proof of Claim in connection with any potential Claim; and
  - c. any Person known to the Sunterra Group or the Monitor, based on the Sunterra Group's books and records, as having a potential Claim.
17. The proposed Claims Procedure Order requires that the General Claims Package be sent to these groups no later than 5:00 p.m. on the 10th Business Day following the date of the Claims Procedure Order.

18. To ensure that every Person holding or wishing to assert a Claim against the Sunterra Group receives notice of the Claims Process, the proposed Claims Procedure Order further requires that:
- a. the Monitor cause a Notice to Claimants (substantially in the form attached to the Claims Procedure Order, or a condensed version thereof) to be published in the *National Post* and the *Wall Street Journal* as soon as practicable after the date of the Claims Procedure Order; and
  - b. the Monitor cause the Notice to Claimant and the General Claims Package to be posted on the Monitor's Website (<https://cfcanada.fticonsulting.com/sunterra/>) as soon as practicable, but no later than 5:00 p.m. on the 10th Business Day following the date of the Claims Procedure Order.
19. Any Claimant who intends to assert a Pre-Filing Claim or a Pre-Filing D&O Claim must file a Proof of Claim or a D&O Proof of Claim, as applicable, with the Monitor on or before the Claims Bar Date.
20. The proposed Claims Procedure Order further requires that the Monitor, upon becoming aware of any circumstance that may give rise to a potential Restructuring Period Claim or Restructuring Period D&O Claim after the initial notice process is complete—and in consultation with the Sunterra Group—send to the relevant Claimant a General Claims Package. Any Claimant intending to assert a Restructuring Period Claim or a Restructuring Period D&O Claim must then file a Proof of Claim or a D&O Proof of Claim, as applicable, with the Monitor on or before the Restructuring Period Claims Bar Date, which shall be the later of 30 days after the Monitor sends the package to such Claimant or the Claims Bar Date.

#### **Claims Bar Dates**

21. The Sunterra Group proposes that any Person asserting a Pre-Filing Claim or a Pre-Filing D&O Claim be required to deliver to the Monitor a Proof of Claim or D&O Proof of Claim, as applicable, on or before 5:00 p.m. on September 4, 2025 (the "**Claims Bar Date**").
22. The Sunterra Group further proposes that any Person asserting a Restructuring Period Claim or a Restructuring Period D&O Claim be required to deliver to the Monitor a Proof of Claim or a D&O Proof of Claim, as applicable, before the later of:
- a. 30 days after the Monitor sends a General Claims Package (as applicable) with respect to a Restructuring Period Claim or Restructuring Period D&O Claim; or
  - b. the Claims Bar Date,
- (collectively referred to as the "**Restructuring Period Claims Bar Date**").
23. The Claims Bar Date and the Restructuring Period Claims Bar Date have been selected by the Sunterra Group in consultation with the Monitor. The Sunterra Group believes that these deadlines are reasonable, as they afford sufficient time for potential Claimants to review the information

provided and to prepare and submit any Proof of Claim or D&O Proof of Claim with respect to any Claim they may have against the Sunterra Group or its Directors and Officers.

24. The proposed Claims Procedure Order stipulates that:

- a. Any potential Claimant who does not file a Proof of Claim or D&O Proof of Claim by the applicable Claims Bar Date or Restructuring Period Claims Bar Date, as applicable, shall:
  - i) be forever barred, estopped, and enjoined from asserting or enforcing such Claim against the Sunterra Group and/or its former or current Directors and Officers, with the Claim being forever extinguished;
  - ii) not be permitted to vote at any Meeting on account of such Claim;
  - iii) not be entitled to receive further notice with respect to the Claims Process or these CCAA proceedings in relation to that Claim; and
  - iv) not be permitted to participate in any distributions made under any Plan or otherwise on account of that Claim.

25. Pursuant to the proposed Claims Procedure Order, the Monitor, in consultation with the Sunterra Group, may use its reasonable discretion to determine whether to accept any Claim submitted after the applicable Bar Date.

#### **Adjudication and Resolution of Claims Other than Intercompany Claims**

26. In respect of any Proof of Claim or D&O Proof of Claim submitted by a Claimant, the proposed Claims Procedure Order provides that the Sunterra Group, in consultation with the Monitor, and—where applicable—the relevant Directors and Officers (and/or their counsel) will either accept, revise, or reject each Claim submitted for voting and/or distribution purposes. In addition, the proposed Claims Procedure Order provides that:

- a. If the Sunterra Group, in consultation with the Monitor for a Proof of Claim—and in consultation with both the Monitor and the applicable Directors and Officers for a D&O Proof of Claim—agree with the amount and characterization of a Claim as set forth in any submitted Proof of Claim or D&O Proof of Claim, the Monitor will notify the Claimant in writing that its Claim has been accepted by the Sunterra Group;
- b. If the Sunterra Group, in consultation with the Monitor, disagrees with the amount or characterization of a Claim as set out in any Proof of Claim or D&O Proof of Claim, the Sunterra Group, the Monitor, and any applicable Directors and Officers will endeavor to resolve such differences and settle the purported Claim for the purposes of voting and/or distribution;

- c. If the Sunterra Group, in consultation with the Monitor, decides to revise or reject a Claim for voting and/or distribution purposes, the Monitor will notify the relevant Claimant that its Claim has been revised or rejected. This notification shall include the reasons for such revision or rejection and shall be provided via a formal Notice of Revision or Disallowance;
  - d. Any Claimant who wishes to dispute a Notice of Revision or Disallowance for voting and/or distribution purposes must deliver a completed Notice of Dispute of Revision or Disallowance—detailing the grounds for its dispute—to the Monitor no later than 30 days after the date that the Claimant is deemed to have received the Notice of Revision or Disallowance, or on any other agreed date as determined in writing by the Monitor in consultation with the Sunterra Group. Failure to submit such a Notice of Dispute within the required time period shall result in the Claimant's Claim being deemed as determined in the Notice of Revision or Disallowance for voting and/or distribution purposes;
  - e. Upon receipt of a Notice of Dispute of Revision or Disallowance, the Sunterra Group, in consultation with the Monitor and any applicable Directors or Officers and/or their counsel, will attempt to resolve the dispute and settle the purported Claim with the Claimant; and
  - f. If a dispute raised in a Notice of Dispute of Revision or Disallowance remains unresolved, the Sunterra Group, at its election and in consultation with the Monitor, may refer the dispute to the Court for adjudication. The Monitor will then send written notice of such referral to the relevant Claimant.
27. Pursuant to the proposed Claims Procedure Order, the Sunterra Group is not permitted to accept or revise any portion of a D&O Claim without the consent of the applicable Directors and Officers or a further Order of the Court.
28. The proposed Claims Procedure Order further provides that the Sunterra Group, in consultation with the Monitor and any applicable Directors or Officers and/or their counsel, may at any time elect to refer any Claim for adjudication to the Court. In such instances, the Monitor shall send written notice of that referral to all relevant parties.

#### **Intercompany Claims**

29. The proposed Claims Procedure Order provides that, where the Monitor deems appropriate, or is otherwise directed by the Court, the Monitor would review all Claims that may be asserted against any Sunterra Group entity by or on behalf of any other Sunterra Group entity or other subsidiaries of the Sunterra Group (collectively, the "**Intercompany Claims**"). If applicable, the Monitor would



prepare a comprehensive report detailing its review of all Intercompany Claims identified and assessing both the amount and the characterization of such Claims (the "**Monitor's Intercompany Claims Report**"). Each Intercompany Claim identified in the Monitor's Intercompany Claims Report shall be deemed to have been properly submitted via a Proof of Claim by the relevant Sunterra Group entity, as if such Claim were a Pre-Filing Claim or a Restructuring Period Claim, as applicable.

30. The Monitor's Intercompany Claims Report will include recommendations on the next steps, if any, to be taken with respect to the Intercompany Claims.

#### **Claims Process – Compeer and NBC**

31. Notwithstanding anything to the contrary herein, and pursuant to an agreement between the Sunterra Group and Compeer, Compeer will not be required to provide a Proof of Claim, Compeer's claims will be assessed and adjudicated for the purpose of this claims process as set out in Schedule "—" of the Consent Order dated July 24, 2025 in Court File Number 2501-06120 (the "**Compeer Consent Order**"). A copy of the Compeer Consent Order is attached hereto as Exhibit "A" to this affidavit. Compeer and the Sunterra Group have reached an agreement on the procedural framework for advancing Compeer's claim seeking declaratory relief and summary judgment against Sunterra-related defendants which, if approved, will (a) adopt the litigation plan attached as Schedule 'A' (the "**Litigation Plan**") to the Compeer Consent Order, and (b) establish firm deadlines for the exchange of pleadings, oral examinations, undertaking responses and the filing of written briefs, culminating in a hearing of Compeer's application. The Compeer Consent Order further grants liberty to the parties to return to Court on seven days' notice to vary the Litigation Plan.
32. The Sunterra Group has made a proposal to NBC regarding the resolution of NBC's claims against the Sunterra Group, the framework of which is attached as Exhibit "B" to this affidavit. As of the date of this affidavit, NBC has not agreed to such a process but dialogue continues between NBC, the Sunterra Group, and the Monitor with a view towards finding a process that is agreeable to the parties.
33. It remains a top priority of the Sunterra Group to find, and then advance, a process to resolve the claims of Compeer and NBC within the overall restructuring timeline, minimise duplication of effort, and ensure that all stakeholders' rights are adjudicated fairly and efficiently under this Court's supervision.

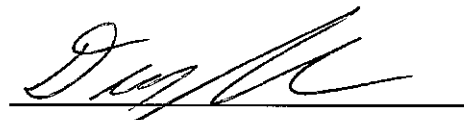
#### **Extension to the Stay Period**

34. The Initial Order granted a Stay Period until and including April 28, 2025. The Stay Period was subsequently extended to July 31, 2025.

35. The Applicants are now seeking to extend the Stay Period up to and including November 30, 2025, to ensure that the restructuring process and, in particular, the claims process can be addressed. It remains a critical requirement of the Sunterra Group's restructuring that the claims, particularly those of Compeer and NBC, are determined.
36. The Sunterra Group has worked closely with the Monitor in connection with the development of cash flow projections over the period ending November 30, 2025 (the "**Cash Flow Statements**").
37. The Cash Flow Statements will be filed as part of the Monitor's Report to the Court, and generally reflect that cash flow from the Sunterra Group's operations, inclusive of the additional professional fees associated with these proceedings and the claims resolution process outlined above, will be positive and generate a surplus. This forecast contemplates sufficient cash resources to support the ongoing restructuring and operational obligations through the proposed extended Stay Period.
38. Of course, the Cash Flow Statements are prospective and by definition speculative such that they remain subject to adverse developments such as a decline in hog market pricing or increased professional fees. In this regard the Sunterra Group has been in discussions with its financial advisor, Hawco Peters and Associates Inc., regarding the preparation of a solicitation process that could be undertaken to source interim and emergence funding, along with other strategic investment providers.
39. The Sunterra Group, continues to work towards the monetization of certain of its non-core assets. This may result in interim applications being made for the approval of such exercises, as circumstances dictate. As a first step in that series of events, the Sunterra Group, specifically Sunterra Farms Ltd, seeks the approval of the sale of two quarters of land; namely the NW1/4 -4-16-27-16 W4M and SW1/4 -16-27-16 W4M (collectively, the "**Lands**"). Farm Credit Canada has a first mortgage over all of the Lands as security for amounts owed to it by the Sunterra Group.
40. The nature of the Lands are marginal agricultural and isolated. They were purposely chosen in this type of isolated location to house the high health status hog farms. The market therefore is limited to nearby farmers that would add the land to operations in the area that they already have.
41. The Lands were listed for sale on the Bode Platform that, in turn, lists properties on MLS, Zillow, and over 100 other listing sites. The Lands were listed at the beginning of 2025 and offered on the platform for 73 days. With the exception of the proposed purchaser discussed below, any statements of interest that were received were neither sufficiently high, nor unconditional.
42. The superior offers received for the Lands, as set forth in the Agricultural Purchase Contracts attached to this my Affidavit as Exhibit "C" were the highest received, unconditional, and remain open for acceptance subject to approval of this Court. The principal purchaser, Douglas Price, has ranch lands in the area, is my brother and owns less than 10% of the Sunterra Group. The other purchaser, Evan Hegedys, is Douglas Price's son-in-law.

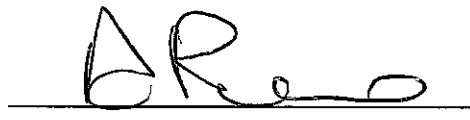
43. I do verily believe that the proposed sale of the Lands is the result of a commercially reasonable process, represents fair value for the Lands, and is otherwise fair and reasonable. I also understand that the Monitor is support of the transaction.
44. The Sunterra Group has acted, and continues to act, in good faith and with due diligence in its restructuring efforts. The proposed extension of the Stay Period is in the best interests of the Sunterra Group and all its stakeholders. I am further informed by the Monitor that it supports this request for an extension to ensure a controlled and orderly process that benefits all parties involved.

**SWORN BEFORE ME** at Calgary, Alberta  
this 15<sup>th</sup> day of July, 2025.



Commissioner for Oaths in and for the  
Province of Alberta

*Doug Schweitzer*



**ARTHUR PRICE**

This is Exhibit "A" to the Affidavit of  
Arthur Price affirmed before me this  
15<sup>th</sup> day of July, 2025.

A handwritten signature in black ink, appearing to be "Guy M.", written over a horizontal line.

A Commissioner for Oaths in and for  
the Province of Alberta

Clerk's Stamp:

COURT FILE NUMBER  
COURT  
JUDICIAL CENTRE OF

2501 - 06120

COURT OF KING'S BENCH OF ALBERTA  
EDMONTON

**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.**

DOCUMENT

ADDRESS FOR SERVICE AND  
CONTACT INFORMATION OF  
PARTY FILING THIS DOCUMENT:

**CONSENT ORDER** (Scheduling Order)

**BENNETT JONES LLP**  
Barristers and Solicitors  
4500, 855 - 2nd Street S.W.  
Calgary, Alberta T2P 4K7

Attention: Lincoln Caylor/Nathan J. Shaheen  
Keely Cameron/Mathieu LaFleche

Telephone No.: 403-298-3100  
Fax No.: 403-265-7219  
Client File No.: 99329.1

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

Thursday, July 24, 2025

The Honourable Justice M. J. Lema  
Edmonton Law Courts  
1A Sir Winston Churchill Sq NW, Edmonton, AB

**UPON** the application of Compeer Financial, PCA (the "Applicant" or "Compeer"); **AND**  
**UPON** having read the Application for the Lifting of the Stay and other ancillary relief; the

Amended and Restated Initial Order, granted on April 28, 2025 ("ARIO"); the Affidavit of Nic Rue, sworn June 19, 2025; the Affidavit of Steve Grosland, sworn June 20, 2025; the Affidavit of Sei Na, sworn on April 21, 2025; **AND UPON** hearing counsel for the Applicant, and any other interested parties appearing at the application; **IT IS HEREBY ORDERED AND DECLARED THAT:**

**SERVICE**

1. The time for service of the notice of application for this order (the "**Order**") and supporting materials are deemed good and sufficient and this application is properly returnable today.

**DETERMINATION OF COMPEER CLAIMS**

2. The litigation plan attached hereto as Schedule "A" is approved and the steps provided therein may proceed.
3. Compeer's application for declaratory relief and summary judgment of its claims in Court of King's Bench Action No. 2501-06120 against the Defendants is adjourned to October \_\_, 2025 and shall proceed in accordance with Schedule "A" hereto.


---

Justice of the Court of King's Bench of Alberta

**CONSENTED TO** this 4<sup>th</sup> day  
of July, 2025.

**BLUE ROCK LAW**


Per:

  
\_\_\_\_\_  
Scott Chimuk  
Counsel for Sunterra Farms Ltd.,  
Sunworld Farms Limited, Sunterra  
Enterprises Inc., Ray Price and  
Debbie Uffelman

**CONSENTED TO** this 7<sup>th</sup> day  
of July, 2025.

**BENNETT JONES LLP**

Per:

  
\_\_\_\_\_  
Lincoln Caylor/Nathan J. Shaheen  
Keely Cameron/Mathieu LaFleche  
Counsel for Compeer Financial,  
PCA

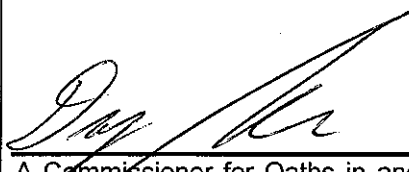
**Schedule "A"**  
**Litigation Plan**

1. This litigation plan may be amended only by written agreement between the parties to Court of King's Bench Action No. 2501-06120 (the "**Action**"), or by Court Order.
2. The Defendants in the Action shall file and serve their defences to the Statement of Claim filed in the Action and any affidavits in response to Compeer's application for declaratory relief and summary judgment in the Action filed on June 23, 2025 in these proceedings (the "**Application**") by August 15, 2025 and shall advise Compeer Financial, PCA ("**Compeer**") what two additional current employees of Compeer, if any, it wishes to examine. Such examinations shall occur pursuant to Rule 6.8 of the Alberta *Rules of Court* unless the additional witnesses file Affidavits.
3. Each of Ray Price, Art Price, Debbie Uffelman and Craig Thompson (collectively, the "**Sunterra Witnesses**") shall attend for examination, by no later than September 12, 2025. Such examination shall be limited to 3 days to be apportioned by Compeer unless the parties otherwise agree or the Court directs. Such examinations shall occur pursuant to Rule 6.6 if they file affidavits or Rule 6.8 if they do not of the Alberta *Rules of Court*.
4. The Defendants shall conduct any examination of Nicholas Rue, Steve Grosland and the additional witness(es) identified in accordance with paragraph 2, if any, by no later than September 12, 2025. Such examination shall be limited to 3 days to be apportioned by counsel for the Defendants unless the parties otherwise agree or the Court directs.
5. Any amendments to the parties to the Application, shall be made by September 16, 2025.
6. Any undertaking responses shall be provided by September 19, 2025.
7. Compeer shall file its brief by September 26, 2025 and the Defendants shall file their briefs by October 3, 2025.
8. The Application shall proceed to judgement on a date fixed by the Court.
9. The parties to the Action are at liberty and are hereby authorized and empowered to apply

to the Court for assistance in carrying out the terms of this plan and may seek to vary this plan on not less than seven day's notice.



This is Exhibit "B" to the Affidavit of  
Arthur Price affirmed before me this  
15<sup>th</sup> day of July, 2025.

A handwritten signature in black ink, appearing to be 'D. Price', written over a horizontal line.

A Commissioner for Oaths in and for  
the Province of Alberta

## Martina Coopsammy

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**From:** Scott Chimuk  
**Sent:** July 15, 2025 9:32 AM  
**To:** Martina Coopsammy  
**Subject:** FW: NBC vs. Sunterra

**Categories:** Outstanding

Without Prejudice

Sean,

Please see below our draft Schedule "A" for the NBC claims process. We still need instructions on this however I wanted to get it over to you for your consideration. If you have any questions let me know:

1. The claim of National Bank of Canada ("NBC") will be adjudicated pursuant to the Claims Process except as specifically set out herein.
2. The counterclaim of the Sunterra Group as against NBC is exempt from the Claims Process and will be adjudicated after the conclusion of the CCAA.
3. The NBC claim for indemnification as against the Sunterra Group and whether such indemnification is secured against the collateral NBC holds from the Sunterra Group with respect to a potential claim by a third party (including Compeer) against NBC ("Indemnification Claim" ) will be adjudicated as follows:
  - a. NBC shall file its application and supporting affidavit materials with respect to the Indemnification Claim by July 31, 2025.
  - b. The Sunterra Group shall file any affidavits in response to NBC's Indemnification Claim application by August 15, 2025
  - c. The affiants shall be examined by no later than September 12, 2025. Such examination shall be limited to 3 days to be apportioned by examining counsel unless the parties otherwise agree or the Court directs. The NBC affiants shall be examined first followed by the Sunterra Group affiants.
  - d. Any undertaking responses shall be provided by September 19, 2025.
  - e. NBC shall file its brief by September 26, 2025 and the Sunterra Group shall file their briefs by October 3, 2025.
  - f. The Application shall proceed to hearing on a date fixed by the Court.
  - g. The parties to the Action are at liberty and are hereby authorized and empowered to apply

to the Court for assistance in carrying out the terms of this plan and may seek to vary this plan on not less than seven day's notice.

Thanks,

Blue Rock Law LLP

Scott Chimuk

m: 403.836.7834

p: 587.390.7041

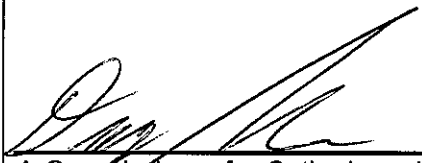
e: [scott.chimuk@bluerocklaw.com](mailto:scott.chimuk@bluerocklaw.com)

a: 700 - 215 9th Ave. S.W. Calgary, AB

w: [www.bluerocklaw.com](http://www.bluerocklaw.com)

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This is Exhibit "C" to the Affidavit of  
Arthur Price sworn/affirmed before me  
this 15<sup>th</sup> day of July, 2025.

A handwritten signature in black ink, appearing to be "D. Price", written over a horizontal line.

A Commissioner for Oaths in and for  
the Province of Alberta

## Conveyancer's Instruction Report

Listing Office: Bode Canada, 15268859

**Seller:** Sunterra Farms Ltd.  
**Seller's Lawyer:** Evann Neumann, Deeded  
4620 Manilla Rd SE, Calgary, AB T2G 4B7  
Phone: 855-456-4335 Email: marta@deeded.ca

**Buyer:** Evan Hegedys, Douglas Price  
**Buyer's Lawyer:** Mitchell Barry, Barry & James LLP  
205 Main Street, P.O. Box 1234, Three Hills, AB T0M 2A0  
Phone: 403-443-2200 Email: mbarry@barryjameslaw.ca

**Property:** NW-4-16-27-16-W4, Dorothy, AB T0M 0A0  
**Legal Unit:** Quarter: NW Section: 42 Township: 27 Range: 16 Meridian: 4  
**Sale Price:** \$300,000.00  
**Possession Date:** March 31, 2025

### Commissions

**Listing Commission:** 1% of the final sale price plus GST  
**Listing Commission:** \$3,000.00  
**GST:** \$150.00 **Total: \$3,150.00**

**Selling Commission:** N/A  
**Selling Commission:** \$0.00  
**GST:** \$0.00 **Total: \$0.00**

**Total Commission:** \$3,000.00  
**GST:** \$150.00 **Total: \$3,150.00**

**Trust Balance Held at Bode: \$10,000.00**

**Excess Funds: \$6,850.00**

**Listing Agent:** Jeff Jackson

**Listing Brokerage:** Bode Canada, 1709 21 AVE SW, Calgary AB T2M 3Y7 Phone: (403) 464-5333

**Selling Agent:** N/A, Buyer is Self-Represented

**Selling Brokerage:** N/A, Buyer is Self-Represented



Contract Number

# AGRICULTURAL PURCHASE CONTRACT

Between

THE SELLER

and

THE BUYER

Name SUNTERRA FARMS LTD.Name Evan Hegedys

Name \_\_\_\_\_

Name Douglas Price

## 1. THE PROPERTY

1.1 The Property is:

(a) the land located in the (County or MD): \_\_\_\_\_

Municipal Address: NW-4-16-27-16-W4, Dorothy, AB, T0M0A0

Legal description(s) as set out below or on the Land Description Schedule, selected as attached in clause 9.1

LINC Number	Title Number	W. of (Meridian)	Range	Township	Section	Quarter Section	Part	Hectares (more or less)	Acres (more or less)
0019 603 745	971 313 004 +6	4	16	27	16	NW		64.7	160

Excepting thereout all mines and minerals unless otherwise stated \_\_\_\_\_

(the "Lands");

(b) all buildings and other improvements on the Lands (the "Buildings");

(c) these unattached goods: \_\_\_\_\_

(d) the attached goods except for: \_\_\_\_\_

(e) the following tenancies where the seller is the landlord and the buyer is assuming these leases ("Accepted Tenancies"), or as described in the schedules selected as attached in clause 9.1: \_\_\_\_\_

## 2. PURCHASE PRICE AND COMPLETION DAY

2.1 The purchase price is \$300,000.00 \_\_\_\_\_ plus GST (the "Purchase Price").

2.2 With respect to GST payable if the buyer is:

- (a) not a GST registrant under the *Excise Tax Act* (Canada), then the buyer shall remit the applicable GST to the seller's lawyer on or before the Completion Day. The seller shall remit the GST to the Receiver General as required by law, and will indemnify and save the buyer harmless from and against all costs and expenses (including legal fees on a solicitor/client full indemnity basis) that the buyer may incur or become subject to as a result of the seller's failure to remit GST pursuant to this clause; or
- (b) a GST registrant under the *Excise Tax Act* (Canada), then the buyer will provide the seller with proof and details of the buyer's GST registration before the Completion Day. The buyer will assume the liability for all GST payable pursuant to the *Excise Tax Act* (Canada) accruing in respect of this transaction and will indemnify and save the seller harmless from and against all costs and expenses (including legal fees on a solicitor/client full indemnity basis) that the seller may incur or become subject to as a result of the buyer failing to comply with its obligations pursuant to this clause.

2.3 This contract will be completed, the Purchase Price fully paid, and vacant possession given to the buyer at 12 noon on February 25, 2025 (the "Completion Day"), subject to the rights of the tenants in the Accepted Tenancies, if any. All harvested crops remain the property of the seller and will be removed by the 25 day of February, 2025, and all unharvested crops by the 25 day of February, 2025, after which time the crops or any part thereof not removed shall become the absolute property of the buyer.

2.4 After the date that acceptance of this contract is communicated, the seller shall not make any changes to any of the leases pertaining to the Accepted Tenancies without the buyer's consent in writing.

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Seller's Initials

Buyer's Initials

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Agricultural Purchase Contract

Contract Number

- 2.5 The seller represents and warrants that on the Completion Day, the Property will be in substantially the same condition as when this contract was accepted and the attached and unattached goods will be in normal working order.

### 3. GENERAL TERMS

- 3.1 In fulfilling this contract, the seller and buyer agree to act reasonably and in good faith and agree that:
- (a) unless the seller, buyer or both have agreed to alternate representation, the seller and buyer are each represented by their own sole agent and those agents have no agency responsibility to the other party;
  - (b) the laws of Alberta apply to this contract;
  - (c) Alberta time applies to this contract. Time is of the essence, which means times and dates will be strictly followed and enforced;
  - (d) Business Day means every day but Saturday, Sunday, and statutory holidays, and includes all the hours of the day;
  - (e) a reference to the seller or buyer includes singular, plural, masculine, feminine or an entity like a corporation;
  - (f) the seller will disclose known Material Latent Defects. Material Latent Defects means a defect in the Property that is not discoverable through a reasonable inspection and that will affect the use or value of the Property;
  - (g) the seller and buyer are each responsible for completing their own due diligence and will assume all risks if they do not;
  - (h) the seller will ensure the seller's representations and warranties are true by:
    - (i) reviewing documents such as land title, registrations on title, leases, and contracts;
    - (ii) determining non-resident status for income tax purposes and determining any dower rights;
    - (iii) determining whether or not GST is payable for the sale of the Property;
    - (iv) conducting due diligence searches, such as litigation and personal property security registry searches; and
    - (v) doing other needed research;
  - (i) the buyer will ensure the buyer's representations and warranties are true by determining its ability to purchase land under the *Foreign Ownership of Land Regulations* (Alberta);
  - (j) the buyer may get independent inspections or advice on items such as land title, registrations on title, current and future use including agricultural use, Buildings and mechanical systems, property insurance, title insurance, applicability of GST, size of the Lands and Buildings, interior and exterior measurements, leases, current tenancy statements, pertaining to Accepted Tenancies, registrations affecting the unattached goods and attached goods, the seller's representations and warranties included in the attached Agricultural Purchase Contract Property Schedule, and other items important to the buyer;
  - (k) contract changes that are agreed to in writing will supersede the pre-printed clauses;
  - (l) the seller and buyer will read this contract and seek relevant advice before signing it;
  - (m) the brokerages, real estate board and listing services may collect, maintain, disclose, and publish relevant information about this transaction, including the unconditional sale price and date of sale of the Property, for reporting, statistical, property evaluation and closing purposes; and
  - (n) the seller's (seller's or buyer's) brokerage will provide this contract and related documents to the appointed lawyers for the purpose of closing this contract.

### 4. DEPOSITS

- 4.1 The seller and buyer agree that clauses 4.2 through 4.9 are the terms of trust for the Deposits. "Deposits" means the amounts payable under clauses 4.3 and 4.4, and "Deposit" means either of them.
- 4.2 The seller and buyer appoint Bode Platform Inc. as trustee (the "Trustee") for the Deposits.
- 4.3 The buyer will pay a deposit of \$ 10,000.00, which will form part of the Purchase Price, to the Trustee by Wire Transfer or EFT (method of payment) on or before 02/24/2025.
- 4.4 The buyer will pay an additional deposit of \$ \_\_\_\_\_, which will form part of the Purchase Price, to the Trustee by \_\_\_\_\_ (method of payment) on or before \_\_\_\_\_.
- 4.5 If the buyer fails to pay a Deposit as required by this contract, the seller may void this contract at the seller's option by giving the buyer written notice. The seller's option expires whenever the seller accepts a deposit, even if late.
- 4.6 The Trustee will deposit the Deposits into a trust account within three Business Days of receipt.
- 4.7 Interest on the Deposits will not be paid to the seller or buyer.
- 4.8 The Deposits will be held in trust for both the seller and buyer. Provided funds are confirmed, the Deposits will be disbursed, without prior notice, as follows:
- (a) to the buyer, if after this contract is accepted:
    - (i) a condition is not satisfied or waived in accordance with clause 8.4;
    - (ii) the buyer voids this contract for the seller's failure to provide a Dower Consent and Acknowledgement form in accordance with subclause 7.1(b);
    - (iii) the seller voids this contract for the buyer's failure to pay an additional deposit in the case where an initial deposit has been paid by the buyer; or
    - (iv) the seller fails to perform this contract;
  - (b) to the seller, if this contract is accepted and all conditions are satisfied or waived and the buyer fails to perform this contract; or

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Seller's Initials

Buyer's Initials

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- (c) applied against the Fee owed by the seller by payment directly out of trust to the brokerage(s), with any excess amount paid in trust to the seller's lawyer no later than three Business Days prior to the Completion Day. "Fee" means the amount, plus GST, owed to a real estate brokerage under a written service agreement.
- (d) If the seller or buyer fails or refuses to complete this contract, the other party may seek all remedies, such as claims for deposits and damages, and reasonable costs including legal fees and disbursements on a solicitor/client full indemnity basis.

**4.9** The disbursement of Deposits, as agreed to in this clause, will not prevent the seller or buyer from pursuing remedies in clause 12.

## **5. LAND TITLE**

**5.1** Title to the Property will be free of all encumbrances, liens and interests except for:

- (a) those implied by law;
- (b) non-financial obligations now on titles, such as easements, utility rights-of-way, covenants and conditions that are normally found registered against of this nature; and
- (c) the following encumbrances that the buyer agrees to accept:  
 021173979  
 191236582  
 201163768

## **6. REPRESENTATIONS AND WARRANTIES**

**6.1** The seller represents and warrants to the buyer that:

- (a) the seller has the legal right to sell the Property;
- (b) the seller is not now nor will it be on the Completion Day a non-resident for the purposes of the *Income Tax Act* (Canada), nor an agent or a trustee for any person with an interest in the Property who is a non-resident of Canada;
- (c) no one else has a legal right to the included attached and unattached goods;
- (d) the current use of the Lands and Buildings complies with the existing municipal land use bylaw and any restrictive covenant on title;
- (e) the location of the Buildings and land improvements:
- (i) are on the Lands and not on any easement, right-of-way or neighbouring lands unless there is a registered agreement on title or, in the case of an encroachment into municipal lands or a municipal easement or right-of-way, the municipality has approved the encroachment in writing;
- (ii) complies with any restrictive covenant on title, and municipal bylaws, regulations and relaxations, or the Buildings and improvements are "non-conforming buildings" as defined in the *Municipal Government Act* (Alberta);
- (f) known Material Latent Defects, if any, have been disclosed in writing in this contract;
- (g) any government and local authority notices regarding the Property, lack of permits for any development on the Property, or notices regarding any environmental conditions or problems known to the seller have been disclosed in writing in this contract;
- (h) there is no legal action outstanding with respect to the Property;
- (i) the Property is in compliance with all applicable environmental laws;
- (j) the seller is not in breach of any contract with respect to the Property which gives rise to an interest in land, including but not limited to, any leases related to Accepted Tenancies;
- (k) any leases pertaining to the Accepted Tenancies are valid and in good standing;
- (l) the seller is not in breach of any obligation to any third party with respect to the Property which gives rise to an interest in land;
- (m) any on-site sewage systems serving the Property:
- (i) are wholly within the limits of the Property;
- (ii) have received the required certificates of installation and approval pursuant to the *Environmental Protection and Enhancement Act* (Alberta) (the "EPEA") and have been constructed according to those certificates of installation and approvals, or have the required certificates of installation and approval from the local municipality;
- (iii) have received all required use permits under the EPEA or have the required use permits under the local municipality; and
- (iv) have been properly used and regularly maintained and will be in good working order on the Completion Day; and
- (n) the seller has disclosed to the buyer all knowledge and information it has regarding all wells, water sources, and water rights pertaining to the Property in writing in this contract.

**6.2** The buyer represents and warrants to the seller that the buyer is eligible to purchase "controlled land" as defined in the *Foreign Ownership of Land Regulations* (Alberta);

**6.3** The representations and warranties in this contract including any attached Schedules:

- (a) are made as of, and will be true at, the Completion Day; and





Agricultural Purchase Contract

Contract Number \_\_\_\_\_

- (b) will survive completion and may be enforced after the Completion Day as long as any legal action is commenced within the time limits set by the *Limitations Act* (Alberta).

## 7. DOWER

- 7.1 The seller represents and warrants to the buyer that no spouse has dower rights in the Property. Otherwise, if dower rights do apply, the seller will:
- (a) have the non-owner spouse sign this contract; and
  - (b) provide a completed Dower Consent and Acknowledgment form to be attached to and form part of this contract on or before \_\_\_\_\_, 20\_\_\_\_. If the seller fails to provide the completed Dower Consent and Acknowledgment form by the agreed date, the buyer may void this contract at the buyer's option by giving the seller written notice. The buyer's option expires when the seller delivers the Dower Consent and Acknowledgment form, even if delivered late.

## 8. CONDITIONS

### 8.1 The seller and buyer will:

- (a) act reasonably and in good faith in trying to satisfy their own conditions, including making reasonable efforts to fulfill them, and
- (b) pay for any costs related to their own conditions.
- (c) agree that the buyer may retain consultants to conduct inspections, reviews and tests on the Property and may enter upon the Property for the purpose of conducting its investigations about the state of the Property, subject to the following:
  - (i) the rights of any tenants;
  - (ii) the buyer shall not carry out any destructive or physically invasive testing, except with the prior written consent of the seller and shall repair all damage resulting from its investigations;
  - (iii) the buyer shall obtain the seller's prior consent as to the timing and length of any inspections;
  - (iv) in conducting its investigations, the buyer shall use commercially reasonable efforts to minimize disruption of the current use of the Property; and
  - (v) the buyer shall indemnify and save the seller harmless from all claims, damages, losses or liabilities of any kind (including legal fees on a solicitor/client full indemnity basis) resulting from the buyer's investigations upon the Property; and
- (d) agree that the seller will provide the buyer with such written authorizations and other assistance when reasonably required by the buyer to facilitate the buyer's inspections, reviews and tests, to satisfy its conditions.
- (e) obtain professional advice with respect to GST applicable to the transaction.

### 8.2 Buyer's Conditions

The buyer's conditions are for the benefit of the buyer and are:

#### (a) Financing

This contract is subject to the buyer securing new financing from a lender of the buyer's choice and with terms satisfactory to the buyer, before \_\_\_\_\_ m. on \_\_\_\_\_, 20\_\_\_\_. The seller will cooperate by providing access to the Property on reasonable terms.

#### (b) Property Inspection

This contract is subject to the buyer's satisfaction with an inspection of the improvements on the Property, conducted by a licensed inspector, before \_\_\_\_\_ m. on \_\_\_\_\_, 20\_\_\_\_. The seller will cooperate by providing access to the Property on reasonable terms.

#### (c) Sale of Buyer's Property

This contract is subject to the sale of the buyer's property before \_\_\_\_\_ m. on \_\_\_\_\_, 20\_\_\_\_, on the terms in the attached Sale of Buyer's Property Schedule.

#### (d) Water

This contract is subject to the buyer's satisfaction with the source and the flow rate of the water supply and a review of well and water reports prepared by an inspector of the buyer's choice, before \_\_\_\_\_ m. on \_\_\_\_\_, 20\_\_\_\_. The seller will cooperate by providing access to the Property on reasonable terms.

#### (e) On-site Sewage System

This contract is subject to the buyer's satisfaction with a review of the on-site sewage system inspection, prepared by an inspector of the buyer's choice, before \_\_\_\_\_ m. on \_\_\_\_\_, 20\_\_\_\_. The seller will cooperate by providing access to the Property on reasonable terms.

#### (f) Agricultural Purchase Contract Property Schedule

This contract is subject to the buyer's satisfaction with the information provided by the seller in the attached Agricultural Purchase Contract Property Schedule, before \_\_\_\_\_ m. on \_\_\_\_\_, 20\_\_\_\_.

#### (g) Subdivision Plan

This contract is subject to the buyer's satisfaction with a review of a subdivision plan for the Property before \_\_\_\_\_ m. on \_\_\_\_\_, 20\_\_\_\_. The seller will cooperate by providing a true copy of the subdivision plan.

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Seller's Initials \_\_\_\_\_

Buyer's Initials \_\_\_\_\_

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**(h) Due Diligence**

- (i) Within \_\_\_\_\_ Business Days after the date that acceptance of this contract is communicated, the seller will provide to the buyer true copies of all agreements, documents, reports and other materials respecting the Property that are in the possession or control of the seller (the "Disclosure Documents"), including but not limited to: copies of Permitted Encumbrances, copies of leases for the Accepted Tenancies, environmental reports, operating information, surveyors plans and reports, real property reports, permits, verification of GST payable, and
- \_\_\_\_\_
- \_\_\_\_\_

- (ii) The buyer will keep all Disclosure Documents and information obtained from the seller in strict confidence and will only make such information available to the buyer's employees, agents and professional advisors on a need to know basis. Should this transaction not be completed, the buyer will return the Disclosure Documents including all copies to the seller immediately.

- (iii) This contract is subject to the buyer's satisfaction with the results of its review of the Disclosure Documents and its inspections of the Property, before \_\_\_\_\_ m. on \_\_\_\_\_, 20\_\_\_\_\_.

**(i) Additional Buyer's Conditions**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

before \_\_\_\_\_ m. on \_\_\_\_\_, 20\_\_\_\_\_.

**8.3 Seller's Conditions**

The seller's conditions are for the benefit of the seller and are:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

before \_\_\_\_\_ m. on \_\_\_\_\_, 20\_\_\_\_\_.

**8.4 Each party will give the other written notice that:**

- (a) a condition is unilaterally waived or satisfied on or before the date upon which it expires. If not, this contract will end after the time indicated for that condition; or
- (b) a condition will not be waived or satisfied prior to the date upon which it expires. This contract will end upon that notice being given.

**9. ATTACHMENTS AND ADDITIONAL TERMS****9.1 The selected documents are attached to and form part of this contract:**

- ☐ Land Description Schedule
- ☒ Certificate(s) of Title for the Lands
- ☐ Financing Schedule (Seller Financing, Mortgage Assumption, Other Value)
- ☐ Sale of Buyer's Property Schedule
- ☐ Surface Leases and Income Schedule
- ☐ Grazing Leases and Permits Schedule
- ☐ Property Leases Schedule
- ☐ Residential Leases Schedule
- ☐ Water and Irrigation Rights Schedule
- ☒ Agricultural Purchase Contract Property Schedule
- ☐ Manufactured Home Schedule
- ☐ Addendum
- ☐ Other

Offer is contingent on purchasing the adjoining 1/4 as well.

Seller has option to complete agricultural purchase contract property schedule at their discretion.

Initial  
[Signature]

DS  
[Signature] DS  
[Signature]

**9.2** The parties agree that the following additional terms shall form a binding part of this contract:

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## 10. CLOSING PROCESS

### Closing Documents

- 10.1** As applicable, the closing documents will be:
- (a) transfer of land (the "Transfer") in registerable form;
  - (b) statement of adjustments;
  - (c) bill of sale for any unattached goods;
  - (d) a signed acknowledgement for each of the Accepted Tenancies stating the lease is in good standing and that they have received notification of the sale (estoppel certificate) along with assignment of the leases;
  - (e) GST indemnity certificate; and
  - (f) such other closing documents reasonably requested by the seller's lawyer or the buyer's lawyer (the "Closing Documents").

### Closing Procedure

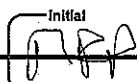
- 10.2** The seller or the seller's lawyer will deliver the Closing Documents to the buyer or buyer's lawyer upon reasonable trust conditions consistent with the terms of this contract, including delivery within a reasonable time before the Completion Day to allow for confirmation of registration of documents at the Land Titles Office, obtain the advance of mortgage proceeds, and verify of the transfer of other value items.
- 10.3** If a new mortgage is a condition of this contract, the seller agrees to trust conditions that allow the buyer's lawyer to register the Transfer so as to obtain the advance of mortgage funds on the new mortgage, provided however that the buyer's lawyer undertakes, accepts, and complies with reasonable trust conditions imposed by the seller's lawyer until the seller has been paid the total Purchase Price.

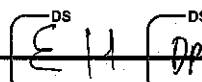
### Payments and Costs

- 10.4** The Purchase Price (other than Deposits) shall be paid by certified cheque, bank draft or solicitor's trust cheque.
- 10.5** All normal adjustments for the Property including but not limited to taxes, local improvement levies and assessments, municipal charges, rents, utilities, tenant deposits including interest, prepaid rent, surface leases (if any), and mortgage principal and interest that are applicable with respect to the Property will be the seller's responsibility for the entire Completion Day and thereafter assumed by the buyer.
- 10.6** The seller's lawyer may use the Purchase Price to pay and discharge all of the seller's financial obligations related to the Property. The seller's lawyer will provide the buyer's lawyer with evidence of all discharges including, where required, a certified copy of the certificate of title, within a reasonable time after the Completion Day.
- 10.7** If the seller has entered into a written service agreement with a real estate brokerage, the seller instructs the seller's lawyer to honour the terms of that agreement, including the Fee and other costs payable to the seller's brokerage.
- 10.8** The seller will have the right to register a seller's caveat against the title to the Property and the buyer shall have the right to register a buyer's caveat against the title to the Property, upon the date that acceptance of this contract is communicated.
- 10.9** The seller will pay the costs to prepare the Closing Documents, costs to end any existing tenancies that are not Accepted Tenancies and provide vacant possession to the buyer and costs to prepare, register and discharge any seller's caveat based on this contract.
- 10.10** The buyer will pay the costs to prepare, register and discharge any buyer's caveat based on this contract and to register the Transfer and mortgage, if applicable.

### Completion Day Delays

- 10.11** If the seller fails to deliver the Closing Documents in accordance with clause 10.2, then:

Initial  


DS  




Agricultural Purchase Contract

Contract Number

- (a) the buyer's payment of the Purchase Price and late interest will be delayed until the buyer or buyer's lawyer has received the Closing Documents and has a reasonable time to review and register them, obtain the advance of mortgage financing, and verify the transfer of other value items, as applicable; and
- (b) if the buyer is willing and able to close in accordance with this contract and wants to take possession of the Property, then the seller will give the buyer possession upon reasonable terms which will include the payment of late interest only on the amount of mortgage being obtained by the buyer at the interest rate of that mortgage.

**10.12** If the seller has complied with clause 10.2, but the buyer is not able to close in accordance with this contract, then:

- (a) the seller may, but is not obligated to, accept late payment of the Purchase Price and give the buyer possession upon reasonable terms; and
- (b) if the seller agrees to accept late payment of the Purchase Price and, whether or not possession is granted, the buyer will pay late interest at the prime lending rate of the ATB Financial at the Completion Day plus 3% calculated daily from and including the Completion Day to (but excluding) the day the seller is paid in full. Payment received after 12 noon on any day will be payment as of the next Business Day.

#### 11. INSURANCE

**11.1** The seller bears the risk of loss or damage to the Property until the Purchase Price is paid. If such loss or damage occurs before the Purchase Price is paid, any insurance proceeds will be held in trust for the seller and buyer based on their interests.

#### 12. REMEDIES

- 12.1** If the seller or buyer fails or refuses to complete this contract, the other party may seek all remedies, such as claims for Deposits and damages, and reasonable costs including legal fees and disbursements on a solicitor/client full indemnity basis.
- 12.2** On buyer default, if the seller must restore the Property title, enforce a lien against the Property or regain possession of the Property, the seller may seek all remedies, such as claims for damages, and all reasonable costs including legal fees and disbursements on a solicitor/client full indemnity basis.
- 12.3** The seller and the buyer agree that the Property is unique. On seller default, the buyer may make a claim for specific performance and other remedies.

#### 13. NOTICE AND DOCUMENTS

- 13.1** A notice under this contract means a written document, including notices required by this contract, and this contract when accepted.
- 13.2** A notice is effective at the time the document is delivered in person or sent by fax or email.
- 13.3** Giving notice means the document is transmitted by one of these methods, and regardless of the method, the notice document is recognized as an original document.
- 13.4** For documents that require a signature, an electronic signature, as defined in the Electronic Transactions Act (Alberta), or a digitized signature will have the same function as an ink signature.

#### 14. AUTHORIZATION

**14.1** The seller and buyer may each authorize a representative to send and receive notices as described above. Once authorized, notices will be effective upon being delivered in person, or sent by fax or email to the authorized representative.

**The seller authorizes:**

**Seller's Brokerage:**

Name: Bode Platform Inc.

Address: \_\_\_\_\_

**Brokerage Representative:**

Name: Jeff Jackson

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: info@bodecanada.com

**The buyer authorizes:**

**Buyer's Brokerage:**

Name: N/A

Address: \_\_\_\_\_

**Brokerage Representative:**

Name: N/A

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Initial  
[Signature]

DS  
[Signature] DS  
[Signature]





Agricultural Purchase Contract

Contract Number

14.2 If the seller or the buyer does not authorize a brokerage, then:

**The seller authorizes:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**The buyer authorizes:**Name: Bode Platform Inc.

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

14.3 If the authorization information changes, the seller and buyer agree to give written notice to the other party as soon as the change is known so that future notices may be sent to the proper person and place.

**15. CONFIRMATION OF CONTRACT TERMS**

15.1 The seller and buyer confirm that this contract sets out all the rights and obligations they intend for the purchase and sale of the Property and that:

- (a) this contract is the entire agreement between them; and
- (b) unless expressly made part of this contract, in writing:
- (i) verbal or written collateral or side agreements or representations or warranties made by either the seller or buyer, or the seller's or buyer's brokerage or agent, have not and will not be relied on and are not part of this contract; and
  - (ii) any pre-contractual representations or warranties, howsoever made, that induced either the seller or buyer into making this contract are of no legal force or effect.

Seller's Initials

Buyer's Initials

**16. LEGAL OBLIGATIONS BEGIN**

16.1 The legal obligations in this contract begin when the accepted contract is delivered in person or sent by fax or email. The obligations bind the seller and the buyer as well as their heirs, administrators, executors, successors, and assigns.

**17. OFFER**

17.1 The buyer offers to buy the Property according to the terms of this contract.

17.2 This offer/counteroffer shall be open for acceptance in writing until 5 p. m. on February 24, 2025.SIGNED AND DATED at \_\_\_\_\_, Alberta at \_\_\_\_\_ m. on February 23, 2025 | 3:17 PM PST, 20\_\_\_\_.

DocuSigned by:

Signature of Buyer or Authorized Signatory of Buyer

Signature of Witness

**Evan Hegedys**

Print Name of Buyer or Authorized Signatory of Buyer

Print Name of Witness

Signature of Buyer or Authorized Signatory of Buyer

Signature of Witness

**Douglas Price**

Print Name of Buyer or Authorized Signatory of Buyer

Print Name of Witness

Buyer's GST # \_\_\_\_\_





Agricultural Purchase Contract

Contract Number

## 18. ACCEPTANCE

18.1 The seller agrees to sell the Property according to the terms of this contract.

SIGNED AND DATED at \_\_\_\_\_, Alberta at \_\_\_\_\_, m. on February 24, 2025 | 6:26 PM PST, 20\_\_\_\_.

Signed by:

Signature of Seller or Authorized Signatory of Seller

Signature of Witness

Art Price for Sunterra Farms Ltd.

Print Name of Seller or Authorized Signatory of Seller

Print Name of Witness

Signature of Seller or Authorized Signatory of Seller

Signature of Witness

Print Name of Seller or Authorized Signatory of Seller

Print Name of Witness

Seller's GST # \_\_\_\_\_

Non-registered owner spouse's signature (when dower rights apply):

SIGNED AND DATED at \_\_\_\_\_, Alberta at \_\_\_\_\_, m. on \_\_\_\_\_, 20\_\_\_\_.

Signature of Non-Registered Owner Spouse

Signature of Witness

Print Name of Non-Registered Owner Spouse

Print Name of Witness

## INFORMATION

The following is for information purposes and has no effect on the contract's terms:

### REJECTION

I/we do not accept this offer/counteroffer. No counteroffer is being made.

SIGNED AND DATED at \_\_\_\_\_, Alberta at \_\_\_\_\_, m. on \_\_\_\_\_, 20\_\_\_\_.

Signature of Seller or Authorized Signatory of Seller

Signature of Buyer or Authorized Signatory of Buyer

Signature of Seller or Authorized Signatory of Seller

Signature of Buyer or Authorized Signatory of Buyer





Agricultural Purchase Contract

Contract Number

**CONVEYANCING INFORMATION**

**Seller's Information:**

Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Lawyer Name \_\_\_\_\_ NA

Firm \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_ NA

**Buyer's Information:**

Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Lawyer Name \_\_\_\_\_ Mitchell barry

Firm \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_ mbarry@barryjamesl  
aw.ca





## AGRICULTURAL PURCHASE CONTRACT PROPERTY SCHEDULE

This Schedule is attached to and forms part of the Agricultural Purchase Contract # \_\_\_\_\_

Seller \_\_\_\_\_ Buyer \_\_\_\_\_

Seller \_\_\_\_\_ Buyer \_\_\_\_\_

### 1. REPRESENTATIONS AND WARRANTIES

1.1 The seller represents and warrants to the buyer the following are provided to the Property:

- |                           |  |  |  |
|---------------------------|--|--|--|
| (a) Electricity           | <input type="checkbox"/> residence                       | <input type="checkbox"/> property line                           | <input type="checkbox"/> not serviced            |
| (b) Telephone land line   | <input type="checkbox"/> residence                       | <input type="checkbox"/> property line                           | <input type="checkbox"/> not serviced            |
| (c) Cable service         | <input type="checkbox"/> residence                       | <input type="checkbox"/> property line                           | <input type="checkbox"/> not serviced            |
| (d) Natural gas           | <input type="checkbox"/> residence                       | <input type="checkbox"/> property line                           | <input type="checkbox"/> not serviced            |
| (e) Municipal road access | <input type="checkbox"/> yes <input type="checkbox"/> no |  |  |
| (f) Driveway access       | <input type="checkbox"/> yes <input type="checkbox"/> no | <input type="checkbox"/> private <input type="checkbox"/> shared | <input type="checkbox"/> via registered easement |

Other \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1.2 The seller represents and warrants to the buyer the following information about the Property:

- |                                      |  |                   |
|--------------------------------------|--|-------------------|
| (a) Registered water rights          | <input type="checkbox"/> yes <input type="checkbox"/> no   | Priority #: _____ |
| (b) Water rights included            | <input type="checkbox"/> yes <input type="checkbox"/> no   |                   |
| (c) Surface rights contracts         | <input type="checkbox"/> yes <input type="checkbox"/> no   |                   |
| (d) Registered easements             | <input type="checkbox"/> yes <input type="checkbox"/> no   |                   |
|                                      | <input type="checkbox"/> gas line <input type="checkbox"/> power line <input type="checkbox"/> pipeline <input type="checkbox"/> well <input type="checkbox"/> other _____ |                   |
| (e) Non-residential lease agreements | <input type="checkbox"/> yes <input type="checkbox"/> no   |                   |
| (f) Heat source                      | <input type="checkbox"/> natural gas <input type="checkbox"/> propane/LPG <input type="checkbox"/> electric  |                   |
|                                      | <input type="checkbox"/> none <input type="checkbox"/> other _____   |                   |
| (g) Septic system                    | <input type="checkbox"/> tank & field <input type="checkbox"/> holding tank (size: _____ gallons)  |                   |
|                                      | <input type="checkbox"/> none <input type="checkbox"/> other _____   |                   |
| (h) Water supply                     | <input type="checkbox"/> drilled well <input type="checkbox"/> cistern (size: _____ gallons)   |                   |
|                                      | <input type="checkbox"/> municipal <input type="checkbox"/> community co-op <input type="checkbox"/> other _____   |                   |
| (i) Other                            | _____<br>_____<br>_____  |                   |

1.3 Lease Agreement: Possession will be given subject to the terms of the lease agreement. If the buyer is to assume a tenancy, then the seller warrants the following to the Buyer:

- |                                      |  |  |
|--------------------------------------|--|--|
| (a) Name of tenant(s): _____         |  |  |
| (b) Written lease agreement exists   | <input type="checkbox"/> yes <input type="checkbox"/> no | If yes, a copy will be provided to buyer |
| (c) Move-in inspection report exists | <input type="checkbox"/> yes <input type="checkbox"/> no | If yes, a copy will be provided to buyer |







Agricultural Purchase Contract – Property Schedule

Contract Number \_\_\_\_\_

- (d) Commencement date of lease \_\_\_\_\_
- (e) Expiry or end date of lease \_\_\_\_\_
- (f) Renewal Rights \_\_\_\_\_
- (g) Rent Payable \_\_\_\_\_
- (h) Security Deposit \$ \_\_\_\_\_
- (i) Date Received \_\_\_\_\_
- (j) Is the lease agreement in default ☐ yes ☐ no If yes, give details \_\_\_\_\_
- (k) Other Details \_\_\_\_\_

- 1.4 The seller represents and warrants to the buyer that there are no unpaid fees to provide services and utilities to the Property that the buyer must assume, except as follows:

\_\_\_\_\_

\_\_\_\_\_

## 2. OTHER TERMS

- 2.1 The buyer acknowledges that telecommunication facilities may be available to the Property. As the providers and technologies can change, the buyer is responsible to verify availability of these services.
- 2.2 The seller is providing, without warranting accuracy, the well and water reports as indicated:

- (a) ☐ bacterial analysis report, dated \_\_\_\_\_
- (b) ☐ chemical analysis report, dated \_\_\_\_\_
- (c) ☐ flow test report, dated \_\_\_\_\_
- (d) ☐ driller's report, dated \_\_\_\_\_
- (e) ☐ other \_\_\_\_\_

- 2.3 The following contracts are to be assumed by the buyer:

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_, m. on \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Seller's Signature

\_\_\_\_\_  
Buyer's Signature





LAND TITLE CERTIFICATE

S

LINC                      SHORT LEGAL  
0019 603 745            4;16;27;16;NW

TITLE NUMBER  
971 313 004 +6

LEGAL DESCRIPTION

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

ESTATE: FEE SIMPLE

MUNICIPALITY: SPECIAL AREA 2

REFERENCE NUMBER: 971 035 349

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
971 313 004	21/10/1997	TRANSFER OF LAND		SEE INSTRUMENT

OWNERS

SUNTERRA FARMS LTD.  
OF PO BOX 266  
ACME  
ALBERTA T0M 0A0

(DATA UPDATED BY: CHANGE OF NAME 051264786)

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
021 173 979	22/05/2002	CAVEAT RE : PIPELINE RIGHT OF WAY CAVEATOR - CANADIAN NATURAL RESOURCES LIMITED. ATTN: SURFACE LAND

( CONTINUED )

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

# 971 313 004 +6

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

BOX 6926, STN D  
CALGARY  
ALBERTA T2P2G1

(DATA UPDATED BY: TRANSFER OF CAVEAT  
041101765)

(DATA UPDATED BY: CHANGE OF NAME 061290348)

(DATA UPDATED BY: CHANGE OF NAME 081259250)

(DATA UPDATED BY: TRANSFER OF CAVEAT  
181142025)

191 236 582 20/11/2019 MORTGAGE  
MORTGAGEE - FARM CREDIT CANADA.  
2ND FLOOR, 12040-149 STREET NW  
EDMONTON  
ALBERTA T5V1P2  
ORIGINAL PRINCIPAL AMOUNT: \$25,000,000

201 163 768 10/09/2020 AMENDING AGREEMENT  
AMOUNT: \$40,000,000  
AFFECTS INSTRUMENT: 191236582

TOTAL INSTRUMENTS: 003

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN  
ACCURATE REPRODUCTION OF THE CERTIFICATE OF  
TITLE REPRESENTED HEREIN THIS 25 DAY OF JUNE,  
2024 AT 04:39 P.M.

ORDER NUMBER: 50903453

CUSTOMER FILE NUMBER:



\*END OF CERTIFICATE\*

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED  
FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER,  
SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM  
INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION,  
APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS  
PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING  
OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).



## AMENDMENT

(For changing contract terms)

This document forms part of Purchase Contract # \_\_\_\_\_

Seller Sunterra Farms Ltd.

Buyer Evan Hegedys

Seller \_\_\_\_\_

Buyer Douglas Price

Municipal Address: NW-4-16-27-16-W4, Dorothy, AB, T0M0A0

The contract is changed as follows:

Delete: 2.3 This contract will be completed, the Purchase Price fully paid, and vacant possession given to the buyer at 12 noon on February 25, 2025 (the "Completion Day"), subject to the rights of the tenants in the Accepted Tenancies, if any. All harvest crops remain the property of the seller and will be removed by the 25 day of February 2025, and all unharvested crops by 25 day of February, 2025, after which time the crops or any part thereof not removed shall become the absolute property of the buyer.

Insert: 2.3 This contract will be completed, the Purchase Price fully paid, and vacant possession given to the buyer at 12 noon on March 31, 2025 (the "Completion Day"), subject to the rights of the tenants in the Accepted Tenancies, if any. All harvest crops remain the property of the seller and will be removed by the 31 day of March 2025, and all unharvested crops by 31 day of March 2025 after which time the crops or any part thereof not removed shall become the absolute property of the buyer.

All other terms and conditions in the contract remain unchanged.

Signed and dated at \_\_\_\_\_, Alberta at \_\_\_\_\_ m. on March 4, 2025 | 8:34 AM PST, 20\_\_\_\_.

Evan Hegedys  
Buyer Signature \_\_\_\_\_ Witness Signature \_\_\_\_\_ Witness Name (print) \_\_\_\_\_

Signed and dated at \_\_\_\_\_, Alberta at \_\_\_\_\_ m. on March 4, 2025 | 9:50 AM PST, 20\_\_\_\_.

Douglas Price  
Buyer Signature \_\_\_\_\_ Witness Signature \_\_\_\_\_ Witness Name (print) \_\_\_\_\_

Signed and dated at \_\_\_\_\_, Alberta at \_\_\_\_\_ m. on March 4, 2025 | 8:34 AM PST, 20\_\_\_\_.

A. J. Price  
Seller Signature \_\_\_\_\_ Witness Signature \_\_\_\_\_ Witness Name (print) \_\_\_\_\_

Signed and dated at \_\_\_\_\_, Alberta at \_\_\_\_\_ m. on \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Seller Signature \_\_\_\_\_ Witness Signature \_\_\_\_\_ Witness Name (print) \_\_\_\_\_





## AMENDMENT

(For changing contract terms)

This document forms part of Purchase Contract # \_\_\_\_\_

Seller Sunterra Farms Ltd. Buyer Evan Hegedys

Seller \_\_\_\_\_ Buyer Douglas Price

Municipal Address: NW-4-16-27-16-W4, Dorothy, AB, T0M0A0

The contract is changed as follows:

Delete: 4.2 The seller and buyer appoint Bode Platform Inc. as trustee (the "Trustee") for the Deposits.  
4.3 The buyer will pay a deposit of \$10,000, which will form part of the Purchase Price, to the Trustee by Wire Transfer or EFT (method of payment) on or before 2/24/2025.

Insert: 4.2 The seller and buyer appoint Bode Platform Inc. as trustee (the "Trustee") for the Deposits.  
4.3 The buyer will pay a deposit of \$10,000, which will form part of the Purchase Price, to the Trustee by Wire Transfer or EFT (method of payment) on or before 2/28/2025.

All other terms and conditions in the contract remain unchanged.

Signed and dated at \_\_\_\_\_, Alberta at \_\_\_\_\_ m. on February 24, 2025 | 9:37 PM PST, 20\_\_\_\_.  
Buyer Signature \_\_\_\_\_ Witness Signature \_\_\_\_\_ Witness Name (print) \_\_\_\_\_

Signed and dated at \_\_\_\_\_, Alberta at \_\_\_\_\_ m. on February 26, 2025 | 1:21 PM PST, 20\_\_\_\_.  
Buyer Signature \_\_\_\_\_ Witness Signature \_\_\_\_\_ Witness Name (print) \_\_\_\_\_

Signed and dated at \_\_\_\_\_, Alberta at \_\_\_\_\_ m. on February 25, 2025 | 7:08 AM PST, 20\_\_\_\_.  
Seller Signature \_\_\_\_\_ Witness Signature \_\_\_\_\_ Witness Name (print) \_\_\_\_\_

Signed and dated at \_\_\_\_\_, Alberta at \_\_\_\_\_ m. on \_\_\_\_\_, 20\_\_\_\_.  
Seller Signature \_\_\_\_\_ Witness Signature \_\_\_\_\_ Witness Name (print) \_\_\_\_\_





LAND TITLE CERTIFICATE

S

LINC                      SHORT LEGAL  
0019 603 745          4;16;27;16;NW

TITLE NUMBER  
971 313 004 +6

LEGAL DESCRIPTION

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

ESTATE: FEE SIMPLE

MUNICIPALITY: SPECIAL AREA 2

REFERENCE NUMBER: 971 035 349

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
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OWNERS

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OF PO BOX 266  
ACME  
ALBERTA T0M 0A0

(DATA UPDATED BY: CHANGE OF NAME 051264786)

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION		
NUMBER	DATE (D/M/Y)	PARTICULARS
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( CONTINUED )

-----  
ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

# 971 313 004 +6

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS  
-----

BOX 6926, STN D

CALGARY

ALBERTA T2P2G1

(DATA UPDATED BY: TRANSFER OF CAVEAT

041101765)

(DATA UPDATED BY: CHANGE OF NAME 061290348)

(DATA UPDATED BY: CHANGE OF NAME 081259250)

(DATA UPDATED BY: TRANSFER OF CAVEAT

181142025)

191 236 582 20/11/2019 MORTGAGE

MORTGAGEE - FARM CREDIT CANADA.

2ND FLOOR, 12040-149 STREET NW

EDMONTON

ALBERTA T5V1P2

ORIGINAL PRINCIPAL AMOUNT: \$25,000,000

201 163 768 10/09/2020 AMENDING AGREEMENT

AMOUNT: \$40,000,000

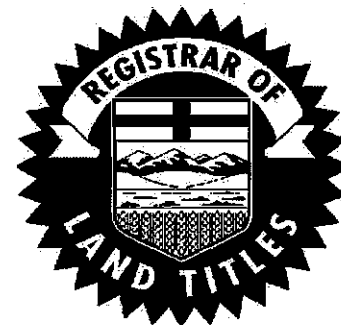
AFFECTS INSTRUMENT: 191236582

TOTAL INSTRUMENTS: 003

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN  
ACCURATE REPRODUCTION OF THE CERTIFICATE OF  
TITLE REPRESENTED HEREIN THIS 25 DAY OF JUNE,  
2024 AT 04:39 P.M.

ORDER NUMBER: 50903453

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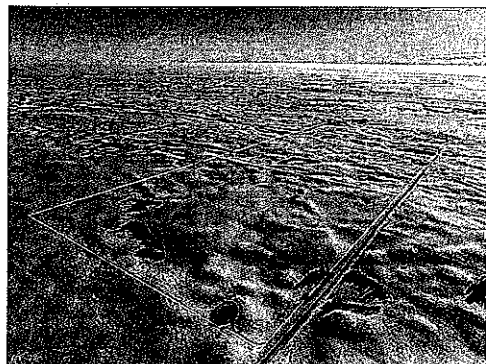
\*END OF CERTIFICATE\*

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APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS  
PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING  
OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).

**NW-16-27-16- W4 Dorothy, AB T0M0A0**

Land Sold **A2181933** W:4 R:16 T:27 S:16 Q:NW DOM: 84 LP: \$320,000.00  
 SD: 02/25/2025 CDOM: 84 OP: \$540,000.00  
 SP: \$300,000.00



Class: Commercial Land LP/Acre: \$2,012.07  
 County: Special Area 2 SP/Acre: \$1,886.32  
 City: Dorothy Type:  
 Levels: District:  
 Subdivision: NONE Tax Amt/Yr: 2024  
 Possession: Negotiable/Negotiable  
 LINC#: 0019603745  
 Outbuildings:  
 Rd Frontage:  
 Zoning: TBD Lot Size: 159.04 Ac  
 Legal Pln: Blk: Lot:

Title to Lnd: Fee Simple Ownership:  
 Exclusion: No SRR: No  
 Sewer/Septic: Condo: No  
 Disclosure:  
 Reports: Title  
 Restrictions: None Known

**Public Remarks:** 159 acres of agricultural development land 11 minutes East of Dorothy, North of the SW 1/4 that includes a residence.

**Directions:** Dorothy Alberta T0J 0X0 Head southeast on Hwy 570/AB-570 E toward Range Rd 172 ? 7.0 km Turn left onto Range Rd 165 ? 3.2 km Range Rd 165 turns slightly right and becomes Township Rd 272 1.6 km Turn left onto Range Rd 164 ? Destination will be on the right. 900 m Range Rd 164 Dorothy, AB T0J 0X0

**Property Information**

Fencing: None  
 911 Addr:  
 Dist to Trans:  
 Irrigation Eqp:  
 Road Access:  
 Lot Dim:  
 Front Exp:  
 Water GPM:  
 Depth of Well:  
 Reg Wtr Rgt:  
 Bus Service:  
 Elem School:  
 Jr/Mid Schl:  
 High School:  
 Amenities:  
 Exterior Feat:  
 Utilities:  
 Access Feat:  
 Goods Include: N/A  
 Goods Exclude: N/A

Water Supply:  
 # Parcels:  
 Dist to School:  
 Farm Eqp Inc:  
 Front Length:  
 Lot Depth: M'  
 Local Imprv:  
 Acres Cleared:  
 Acres Irrigat:  
 Acres Fenced:  
 Acres Cultivtd:  
 Acres Pasture:  
 Acres Lsehd:  
 Acres Treed:  
 Total Acres: 159.04

**Agent & Office Information**

List Agent: Shane Koka help@bodecanada.com  
 List Firm: Bode  
 Firm Address: 1709 21 AVE SW, CALGARY, T2T 0N2  
 Appt: call seller/showing time  
 Showing Contact: Art Price 403-389-4942  
 Comm: 3.5% the first \$100k, 1.5% the balance (plus GST)  
 LB Type/Info: /  
 Owner Name: SUNTERRA FARMS LTD.  
 Occupancy:  
 Member Rmks:

Phone: 587-602-3307  
 Phone: 587-602-3307  
 Firm Fax: 403-592-6810

List Date: 12/03/2024  
 Expiry Dt:  
 With Dt:

Ownership: Private  
 Exclusion: No

SRR: No

Sellers prefer offers made on Bode here: <https://bode.ca/listings/19345746> for tracking/ease. Direct questions to appointment contact. Requests submitted through ShowingTime are received/responded to by seller, messages not monitored. This is a Mere Posting defined by CREA. Sellers self-represented. Bode cannot confirm showings. Buyer's brokerage to hold trust deposits and convey. Please copy help@bodecanada.com on all correspondence with seller. Possession date is negotiable and please contact seller to confirm. All questions can be directed to the seller, Art @ art.price@sunterra.ca.

**Selling Information**

Sell Agent: Non Board Member  
 Cosell Agent:  
 Pend Dt:

Sell Firm: NON BOARD BROKER  
 Adjust Dt: 02/25/2025  
 Sold Price: \$300,000.00

Sold Date: 02/25/2025

Printed Date: 03/06/2025 12:15:03 PM

INFORMATION HEREIN DEEMED RELIABLE BUT NOT GUARANTEED. AS OF 2017 MEASUREMENTS ARE PER RESIDENTIAL MEASUREMENT STANDARDS (RMS).



## CONTRACT FOR POSTING WITHOUT REPRESENTATION

(For Use in Common Law and Designated Agency Brokerages)

Between

**THE SELLER**

and

**THE SELLER'S BROKERAGE (THE "BROKERAGE")**

Name SUNTERRA FARMS LTD.  
 Name \_\_\_\_\_  
 Address NW-4-16-27-16-W4, Acme TOM0A0  
 (postal code)  
 Phone (403) 389-4942 Fax \_\_\_\_\_  
 Email art.price@icloud.com

Name Bode Platform Inc.  
 Name \_\_\_\_\_  
 Address 1709 21st Ave. SW, Calgary, AB. T2T 0N2  
 (postal code)  
 Phone 587.602.3307 Fax \_\_\_\_\_  
 Email info@bodecanada.com  
 Member of Calgary (the "Board")

### 1. ACKNOWLEDGMENT OF NON-REPRESENTATION

- 1.1 The Seller has read the Real Estate Council of Alberta's *Consumer Relationships Guide (Guide)* and acknowledges that the Seller has chosen to forgo any agency representation. The Brokerage and its representatives will not owe the Seller any agency obligations and will not provide any services that require exercising discretion or judgment, giving advice, or advocating on the Seller's behalf.
- 1.2 The Seller acknowledges that the obligations owed to the Seller are limited to:
- exercising reasonable care and skill in providing services to the Seller;
  - not negligently or knowingly providing the Seller with false or misleading information; and
  - complying with the provisions of the *Real Estate Act* and its Regulations, and the Rules and Bylaws of the Real Estate Council of Alberta.
- 1.3 The Seller acknowledges that the Brokerage may be representing buyers who may wish to make an offer on the Seller's property and that the Brokerage is obligated:
- to act in the best interests of the buyer;
  - not to provide the Seller with information that is not in the best interests of the buyer; and
  - to communicate to the buyer all information, whether of a confidential nature or not, that it receives from the Seller.

### 2. BROKERAGE OBLIGATIONS

- 2.1 The Brokerage will:
- (a) post the Seller's property located at NW-4-16-27-16-W4, Acme, TOM0A0  
 (municipal address)  
 (the "Property") for sale on the Board's MLS® System for the price of \$ \$540,000;
- (b) verify the accuracy of data related to the Property that is provided to the MLS® System;
- (c) maintain, and if necessary amend, the information on the MLS® System;
- (d) report the date of sale, the selling price and the date of transfer (possession) to the MLS® System when the Property has sold.

### 3. THE PROPERTY

- 3.1 The legal description of the Property is:
- Plan \_\_\_\_\_ Lot \_\_\_\_\_ Block \_\_\_\_\_
- or
- Condominium Plan \_\_\_\_\_ Unit \_\_\_\_\_ Unit factor \_\_\_\_\_
- Titled Parking Condominium Plan \_\_\_\_\_ Unit(s) \_\_\_\_\_ Unit factor(s) \_\_\_\_\_
- Title Storage Space Condominium Plan \_\_\_\_\_ Unit(s) \_\_\_\_\_ Unit factors(s) \_\_\_\_\_
- or
- Other \_\_\_\_\_
- 3.2 The Property includes:
- (a) Goods not attached to the Property ("Unattached Goods") as listed below:
- \_\_\_\_\_
- \_\_\_\_\_

(b) All goods attached to the Property ("Attached Goods") except those goods listed below:

(c) If Condominium Property, the following non-titled areas:

Parking stall(s): \_\_\_\_\_ assigned \_\_\_\_\_ leased      Parking stall #(s) \_\_\_\_\_  
 Storage space(s): \_\_\_\_\_ assigned \_\_\_\_\_ leased      Storage space #(s) \_\_\_\_\_

#### 4. TERM OF THE CONTRACT

4.1 Refer to Addendum for details.

#### 5. BROKERAGE REMUNERATION

5.1 The Seller will pay the Brokerage as remuneration:

(a) upon the signing of this Contract \$0.00 \_\_\_\_\_ plus GST;

(b) further remuneration as follows: 1% of the final sale price plus GST (to a maximum of \$10,000 plus GST)

5.2 The Seller instructs the Brokerage to post on the Board's MLS® System that the Seller will enter into a fee agreement with a buyer's brokerage when an offer to purchase is presented to the Seller by the buyer's brokerage representative. ☒ Yes ☐ No

#### 6. SELLER'S RESPONSIBILITIES

6.1 The Seller will:

- (a) provide the Brokerage with all the information necessary for the posting of the Property on the MLS® System;
- (b) obtain verification of mortgage, property tax, improvement charges, tenancy information;
- (c) communicate and cooperate with the Brokerage in a timely manner;
- (d) immediately advise the Brokerage of any change in status of the Property or in the information provided by the Seller;
- (e) report the sale of the Property, as per clause 2.1(d), to the Brokerage when the purchase price is paid to the Seller or the Seller's lawyer and is releasable; and
- (f) provide any documentation necessary to facilitate or complete the sale.

#### 6.2 Material Latent Defects:

Sellers are required by common law to disclose to buyers defects that are hidden, not visible or discoverable upon a reasonable inspection of the Property and that render the Property dangerous or potentially dangerous to the occupants or unfit for habitation. Sellers may also be required to disclose government and local authority notices, lack of development permits and hidden defects that would involve great expense to remedy.

#### 6.3 Dower Rights:

- (a) If just one individual is the registered owner of the Property, then the Seller will consider the following questions: Are you legally married? If the answer is yes, have either you or your spouse at any time during your marriage lived on the Property?
- (b) If only one individual is on title and the answer to both questions is yes, then the Seller will be unable to complete a sale of the Property without the legal consent of the spouse. The Seller is urged to obtain legal advice respecting this issue prior to the acceptance of any offer to purchase.

#### 7. INDEMNIFICATION

7.1 The Seller will hold harmless and indemnify the Brokerage for any claims that may arise from its reasonable and good faith reliance on representations made, or information provided by, the Seller.

#### 8. ENDING THE CONTRACT

8.1 This Contract will end upon the Expiry Date of the Contract as specified in clause 4 or upon:

- (a) an earlier date than the Expiry Date if mutually agreed by the Seller and the Brokerage in writing;
- (b) a completed sale of the Property;
- (c) the suspension or cancellation of the Brokerage's licence to trade in real estate;
- (d) the Brokerage ceasing to be a member of the Board.

#### 9. USE AND DISTRIBUTION OF SELLER'S INFORMATION

9.1 The Seller consents to the collection, use and disclosure of personal information (as defined by the *Personal Information Protection Act*) by the Brokerage and the Board for the purpose of compiling, retaining and publishing statistics and conducting comparative market analyses.



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**10. SIGNATURES**

SIGNED AND DATED on December 4, 2024 | 1:04 PM PST, 20  .

DocuSigned by:  
SUNTERRA FARMS LTD.  
Signature of Seller

Signature of Witness

SUNTERRA FARMS LTD.  
Print Name of Seller

Print Name of Witness

Signature of Seller

Signature of Witness

Print Name of Seller

Print Name of Witness

Jeffrey Jackson  
Signature of Brokerage Representative

Jeff Jackson  
Print Name of Brokerage Representative

**Seller:** Initial here to show you have received a copy of this Contract SFL

Initials Dated at \_\_\_\_\_ m. on December 4, 2024 | 1:04 PM PST, 20  .





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## ADDENDUM (For adding contract terms)

### RECITALS:

A) The Bode Platform is an online marketplace that enables registered users ("Account Holders") to advertise their real estate property for sale on the Bode Platform ("Listings") and to communicate and transact directly with other Account Holders that are seeking to purchase real estate.

B) The parties acknowledge that for the purpose of listing the Client property on any MLS system, website, or platform Bode is acting as ("Mere Posting Provider") and there is no full-service agency relationship created between Bode and the Customer as defined in the Real Estate Act. A ("Mere Posting") is a listing on a Member Board's MLS® System where the member has chosen or agreed not to provide services to the seller other than to submit the listing for posting on MLS®.

C) This Agreement applies to any property listed on the Bode Platform and each listing is deemed to create a new agreement between the Client and Bode. Any reference to Client in this agreement refers to a single individual if only one person or entity is on the property title or two or more individuals or entities if they appear on the property title.

### 1. SCOPE

1.1 The Seller has hereby contracted with Bode Platform Inc. (The "Broker") for the sole service of the Broker to post information about the property for sale onto the Broker's local real estate board's Multiple Listing Service® system and other websites associated with the MLS® System such as REALTOR.ca on the terms and conditions set out in this agreement (the "Mere Posting"). The following provisions shall supersede and override any provisions contained in the Multiple Listing Contract to which the "Schedule A" is attached.

1.2 Listing Terms Specific to Bode's Independent Homeowner Service:

1.2.1 This Agreement shall commence on the date the listing for the Property is approved by Bode and end at midnight 90 days thereafter; provided however, that this Agreement shall terminate prior to 90 days in the event that:

1.2.1.1 the property is sold;

1.2.1.2 the Client is in material breach of this Agreement and fails to correct such breach within Seven (7) days' notice of such breach from the other party; or

1.2.1.3 the parties mutually agree in writing to terminate the Agreement.

1.2.2 This agreement will automatically extend for an additional 90 days for Client convenience with notification to the customer in advance. The second and any subsequent 90 day term will maintain all terms as described herein. Following fulfillment of the first 90 day-term, the Client may terminate the Agreement without any penalty.

1.3 Listing terms specific to Bode New Home Builder Subscription Service replace any other references to listing duration in this agreement:

1.3.1. This Agreement shall commence on the date the listing for the Property is approved by Bode and end at midnight 365 days thereafter; provided however, that this Agreement shall terminate prior to 365 days in the event that:

1.3.1.1 the property is sold;

1.3.1.2 the Client is in material breach of this Agreement and fails to correct such breach within Seven (7) days' notice of such breach from the other party; or

1.3.1.3 the Client notifies Bode of their intention to terminate the listing

### 2. BODE SERVICES

2.1 Bode shall for the term of this Agreement or until the property is sold:

2.1.1 list the property on leading listing exposure websites which may include but are not limited to Realtor.ca™, Kijiji™, Zillow™ and Facebook™ (collectively the "Listing Services") marketplace with the purpose of the enablement of the successful sale of the listed property;

2.1.2 provide access to important lead information to provide applicable data for market feedback to support and refine Client selling strategies;

2.1.3 provide access to the Bode scheduling tool for the purposes of scheduling showings and use of other home services;

2.1.4 provide market data at the request of the Client for pricing consideration;

2.1.5 provide access to the Bode negotiation tool for the receipt of offers from interested buyers moving towards close of sale;

2.1.6 hold money we receive in trust, consistent with applicable laws for brokerages in British Columbia;

2.1.7 provide appropriate legal agreements through the selling process for further handling with their selected lawyers to finalize the sale.

2.2 As mere posting provider, and in accordance with CREA's requirements regarding Mere Postings, Bode:

2.2.1 will not give confidential advice to the Client or a buyer;

2.2.2 will not act in a way that requires the use of judgment or discretion on which the Client can rely;

2.2.3 will not communicate with third-parties on behalf of the Client; and

2.2.4 will not negotiate on behalf of the Client.





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## ADDENDUM (For adding contract terms)

### 3. CLIENT OBLIGATIONS

3.1 The Client shall for the term of this Agreement or until the property is sold:

- 3.1.1 maintain insurance on the property and its contents against loss or damage due to causes normally insured against for similar properties;
- 3.1.2 communicate with Bode in a timely manner; and
- 3.1.3 advise Bode if a binding contract for the sale of the property is entered into during the term of the Agreement whether or not is entered into using the Bode platform;
- 3.1.4 report any change in listing status within one (1) business day.

3.2 The Seller acknowledges that the Broker has strict reporting obligations to the Broker's local real estate board for changes in the status of the Property for sale. This includes the obligation of the Broker to report:

- 3.2.1 Any offer that is accepted, conditional or firm, names of buyers and sellers, buyer's agents name and brokerage name, and selling price
- 3.2.2 Any change in offer status such as conditions being waived or offer is terminated
- 3.2.3 Any change in the closing date or selling price

3.3 Within 24 hours of the occurrence of one of the above events, the Seller shall forward to Bode the information required. In addition, the Seller shall provide to Bode at the same time the relevant documents

3.4 The Seller acknowledges that the failure of the Seller to provide the information required in the time frame stipulated above could result in the Company facing fines or sanctions from various regulatory bodies. The Seller specifically agrees to indemnify and hold harmless the Company and Broker from damages that they suffer or costs that they incur because of the Seller's non-compliance with its reporting obligations. The Seller hereby acknowledges that any fine incurred by the Brokerage due to the Seller's failure to report any status change will result in an administrative penalty of \$500.00, payable by the Seller.

### 4. CLIENT REPRESENTATIONS AND WARRANTIES

4.1 The Client represents and warrants that:

- 4.1.1 it has the authority to sell the property as described, including all attached and unattached goods as applicable and if spousal consent is required it has been obtained;
- 4.1.2 there are no rights of others to the property;
- 4.1.3 the property and any buildings and improvements thereon comply with all municipal bylaws;
- 4.1.4 all buildings and improvements on the property are entirely within the boundaries of the property and do not lie on any neighbouring lands, right-of-way or easement unless referenced on the title to the property;
- 4.1.5 it has had the opportunity to obtain independent legal advice in relation to the entering into of this Agreement, and regarding the sale of the property and the obligations of the Client to disclose to buyers any issues related to defects, governmental notices and permit issues; and
- 4.1.6 the Client is not a non-resident of Canada under the Income Tax Act (Canada).

### 5. BODE FEES

5.1 Bode's fee is equal to One Percent (1%) of the final sale price for the Client's property, up to a maximum of \$10,000 plus applicable Goods and Services Tax.

5.2 The fee set out above shall be payable to Bode if at any time during the term of this Agreement the Client enters into a binding contract for the sale of the property, regardless of whether the buyer was introduced to you through the Bode platform or not, and regardless of when the sale completes.

5.3 The fee set out above shall be payable to Bode if within Thirty (30) days after the termination of this Agreement the Client enters into a binding contract for the sale of the property with a person or party introduced to the Client by Bode or through the Bode Platform.

5.4 The Client authorizes Bode to pay the fee directly from any deposit funds held by Bode pursuant to this Agreement or pursuant to the contract for the sale of the property, and if any deposit is not sufficient to pay Bode's fee the Client shall instruct their lawyer to deduct from the proceeds of sale an amount sufficient to pay the remaining balance of the fee.

### 6. PERSONAL INFORMATION

6.1 In order to access and use the Bode Platform, you will be required to register with us and set up an authorized account using your email address and a password (your "Account"). The email address you provide will be your email address, and you are solely responsible for maintaining the confidentiality of your password. You are solely responsible for all activities that occur under your Account, and therefore, you should protect your password at all times.

6.2 The Client expressly provides consent to Bode to collect, use, maintain and disclose any and all personal information of the Client for all purposes and uses related to this Agreement and the sale of the property, both during the term of this Agreement and after.

6.3 The Client acknowledges that Bode may disclose information regarding the Client and the property in any manner that Bode deems necessary to list and effectively market the property for sale.





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### 7. ADDITIONAL TERMS

7.1 The Recitals form part of this Agreement.

7.2 As the provider of the Bode Platform, Bode does not own, create, sell, resell, provide, control, manage, offer, deliver, or supply any Listings, other than to simply allow posting of the Listings on the Bode Platform. Clients alone are responsible for the creation of their Listings. When Account Holders negotiate a contract to transfer ownership of a home, they are entering into a contract directly with each other. Bode is not and does not become a party to or other participant in any contractual relationship between Account Holders or any other persons or parties.

7.3 Bode has no control over and does not guarantee:

- 7.3.1 the existence, quality, safety, suitability, or legality of any Listings Services;
- 7.3.2 the truth or accuracy of any, ratings, reviews, or other content on the Bode Platform; or
- 7.3.3 the performance or conduct of any Account Holder or third-party.

7.4 Bode does not endorse any Account Holder or Listing Service. Any references to an Account Holder being "verified" (or similar language) only indicates that the Account Holder has completed a relevant verification or identification process and nothing else. Any such description is not an endorsement, certification or guarantee by Bode about any Account Holder, including of the Account Holder's identity or background or whether the Account Holder is trustworthy, safe or suitable. You should always exercise due diligence and care when deciding whether to view a home or communicate and interact with other Account Holders, whether online or in person.

7.5 If you choose to use the Bode Platform as a seller or Client, your relationship with Bode is limited to a client relationship and not that of an employee, agent, joint venturer or partner of Bode for any reason, and you act exclusively on your own behalf and for your own benefit, and not on behalf, or for the benefit, of Bode. Bode does not, and shall not be deemed to, direct or control you generally or in your performance under these terms specifically. You acknowledge and agree that you have complete discretion whether to list on the Bode Platform. To promote the Bode Platform and to increase the exposure of Listings to potential Buyers, Listings and other account content may be displayed on other websites, in applications, within emails, and in online and offline advertisements. To assist Account Holders who speak different languages, Listings and other account content may be translated, in whole or in part, into other languages. Bode cannot guarantee the accuracy or quality of such translations and Account Holders are responsible for reviewing and verifying the accuracy of such translations. The Bode Platform may contain translations powered by Google™. Google™ disclaims all warranties related to the translations, express or implied, including any warranties of accuracy, reliability, and any implied warranties for merchantability, fitness for a particular purpose and non-infringement.

7.6 The Bode Platform may contain links to third-party websites or resources ("Third-Party Services"). Such Third-Party Services may be subject to different terms and conditions and privacy practices. Bode is not responsible or liable for the availability or accuracy of such Third-Party Services, or the content, products, or services available from such Third-Party Services. Links to such Third-Party Services are not an endorsement by Bode of such Third-Party Services.

7.7 Due to the nature of the Internet, Bode cannot guarantee the continuous and uninterrupted availability and accessibility of the Bode Platform. Bode may restrict the availability of the Bode Platform or certain areas or features thereof, if this is necessary in view of capacity limits, the security or integrity of our servers, or to carry out maintenance measures that ensure the proper or improved functioning of the Bode Platform. Bode may improve, enhance and modify the Bode Platform and introduce new Bode Services from time to time.

7.8 If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part of a provision and the remaining part of such provision and all other provisions shall continue in full force and effect.

7.9 The waiver by either party of any breach of any term, covenant or condition is not to be deemed to be a waiver of that term, covenant or condition or of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant or condition of this Agreement is deemed to be waived by either party unless the waiver is in writing and properly executed by the party granting the waiver.

7.10 The Agreement comprises the entire agreement between the Parties and supersedes all previous representations, warranties, dealings, agreements, understandings and expectations of the parties regarding the subject matter of the Agreement.

7.11 As part of this agreement you acknowledge that you have read the Consumer Relationship Guide outlined in Appendix B, discussed it with the real estate professional, and got satisfactory answers to your questions. You also acknowledge that you will be asked to sign documents about the type of relationship you choose with your real estate professional.

7.12 The Seller confirms that they wish the Brokerage to reveal the Property address and to map the property for internet display. The Seller understands that displaying this information poses inherent risks. These risks are inherent in both occupied and vacant properties. By signing this agreement, the Seller promises to "hold harmless" the brokerage of any claims arising from any unauthorized or illicit use of the displayed property information.

**7.13 UNDER NO CIRCUMSTANCES WILL BODE BE LIABLE TO THE CLIENT FOR ANY DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES INCURRED OR CLAIMED BY ANY CLIENT OR USER OF THE BODE PLATFORM.**

7.14 The seller agrees to pay the cooperating commission amount offered in the MLS listing advertisement, unless another agreement was made with the buyer's agent in writing in the fee agreement or purchase contract. Bode is not liable to pay the cooperating commission on the seller's behalf in any circumstances.



# Consumer Relationships Guide

Real estate professionals have a regulatory requirement to present and discuss this Guide with you.

## Understanding the legal relationship with your real estate professional

Buying or selling a property is probably one of the most important financial decisions you'll make. This Guide explains the different relationships you can have with a real estate professional. Each has its own legal meaning and responsibilities, so it's important to understand them. A real estate professional must give you this Guide and discuss it with you.

## What this Guide explains

There are three kinds of relationships you can have with a real estate professional.

1. A real estate brokerage\* can act as your agent. This is called a common law agency relationship and it includes all brokerage real estate professionals and staff.
2. An individual real estate professional can act as your agent. This is called a designated agency relationship.
3. You can be a customer to a real estate professional.

The Guide also explains what happens when the buyer and seller have the same agent.

\*A brokerage is the organization your industry professional works for.

## Choosing to have an agent (also called an agency relationship)

An agent is someone who acts on your behalf with your permission. If the agent is an individual, the agency relationship is between the individual and you. If the agent is a brokerage, the agency relationship is between the brokerage and you. When you appoint an agent, you'll be asked to sign a written agreement that explains both the agent's responsibilities and yours.

## An agent's responsibilities to you

A sole agent acts for either the buyer or the seller in a trade or possible trade, and has a duty to protect that client's interests. In this relationship, the real estate professional has the highest level of legal responsibility to you. These responsibilities include:

1. **Undivided loyalty** The agent must act only in your best interests and put them above their own and those of other people. The agent must avoid conflicts of interest and must protect your negotiating position at all times.
2. **Confidentiality** The agent must keep information confidential, even after your relationship ends. Confidential information includes your personal information, information about the property, and information about the transaction (except information the law says must be disclosed or information you agree to disclose).
3. **Full disclosure** The agent must tell you, in writing, about the services they will provide. They must also tell you everything they know that might affect your relationship or influence your decision in a transaction, even if they don't think it's important. This includes any conflicts of interest, for example when they act (or are planning to act) on behalf of any other person in a transaction. The only information they can't give you is confidential information from another agency relationship.
4. **Obedience** The agent must obey all your lawful, reasonable, and ordinary instructions. If you insist on something unlawful, the agent must refuse and consider ending your relationship and the agreement.
5. **Reasonable care and skill** The agent must exercise reasonable care and skill in all their duties. They must meet the standard of a reasonable and competent member of the real estate industry.
6. **Full accounting** The agent must account for all money and property they receive while acting on your behalf. Everything a client puts in the care of an agent—for example, money, keys, or documents—is returned when the agreement ends.

## Your responsibilities to the agent

You must:

- give the agent any information or facts that could affect the transaction or their ability to act as your agent.
- pay the fees you've agreed to pay your agent. Your written agreement will list these fees.
- pay the agent's expenses as outlined in your agreement.

## Consumer Relationships Guide

### Having a customer relationship with your real estate professional

You can choose to represent yourself in a purchase or sale when a real estate professional represents the other party. In this case, you have a customer relationship with the real estate professional. They can't give you the services they give when acting as your agent, but they can help make the purchase or sale happen. For example, they may agree to give you statistics or the names of appraisers, mortgage brokers, or other service providers. They may also help you complete standard forms. When a real estate professional works with you as a customer, they have a responsibility to act honestly, use reasonable care and skill, and make sure any information they give is correct.

### Conflicts of interest—what happens when the same agent represents the buyer and seller

In some cases, the same real estate professional or brokerage represents both the buyer and the seller. The people involved can decide to handle this several ways:

1. Either the buyer or the seller can get a different agent.
2. The buyer or the seller can stay with the same real estate professional, but in a customer relationship. The professional can give information and help without acting as an agent. See Having a customer relationship with your real estate professional.
3. The agent can help facilitate the transaction, without acting in the interest of either side. This means the professional has reduced agency responsibilities to the buyer and seller. All parties must understand and agree to this change of relationship in writing, before either side presents or accepts the initial offer on the property.

### Working on the transaction, not for one side or the other

When the agent facilitates the transaction, their responsibilities are to:

- be impartial in dealing with both sides
- not give confidential advice, support only one side, or use judgment or discretion that benefits one side over the other
- give both sides real estate statistics and information, including comparable property information from listing services and local databases
- give you agreements of purchase and sale, lease, and other relevant documents, according to your instructions
- promptly give you all offers and counter-offers to and from the other side, even if there is already a contract to buy or sell the property
- pass on all information to you that the other side wants you to know
- keep you informed of progress
- do anything else to serve both sides, as long as the agreement with each side allows it

### Making an informed choice about your relationships

Your real estate professional must explain the responsibilities and limits of these relationships to you. To review:

- A real estate brokerage can act as your agent.
- An individual real estate professional can act as your agent.
- You can be a customer to a real estate professional.
- In a conflict of interest when the buyer and seller have the same agent, a real estate professional can facilitate a transaction between two sides with their permission.

**The Real Estate Council of Alberta**  
is the standards-setting, governing body for  
real estate, mortgage brokerage, property  
management and real estate appraisal  
professionals.

**Real Estate Council of Alberta**  
202, 1506 11 Ave SW  
Calgary, AB T3C 0M9  
1 (888) 425-2754  
info@reca.ca  
www.reca.ca

### Signing that you've read and understood this Guide

I/we acknowledge I/we have read the Guide, discussed it with the real estate professional, and got satisfactory answers to my/our questions. I/we know I/we will be asked to sign documents about the type of relationship I/we choose with my/our real estate professional(s).



Bode Platform Inc.  
1709 21 Ave SW  
Calgary AB T2T 0N2  
finance@bodecanada.com  
Business Number 791556731 RT0001



# INVOICE

BILL TO  
Art Price

INVOICE # B00771  
DATE 02/25/2025  
DUE DATE 02/28/2025

DATE	ACTIVITY	DESCRIPTION	TAX	QTY	RATE	AMOUNT
02/25/2025	Service Fee - Builder	fpr sale of: NW-4-16-27-16-W4 Dorothy	GST	1	3,000.00	3,000.00

Please make cheques payable to Bode Platform Inc.

SUBTOTAL	3,000.00
GST @ 5%	150.00
TOTAL	3,150.00
BALANCE DUE	<b>\$3,150.00</b>

## TAX SUMMARY

RATE	TAX	NET
GST @ 5%	150.00	3,000.00

## Conveyancer's Instruction Report

Listing Office: Bode Canada, 15268859

**Seller:** Sunterra Farms Ltd.  
**Seller's Lawyer:** Evann Neumann, Deeded  
4620 Manilla Rd SE, Calgary, AB T2G 4B7  
Phone: 855-456-4335 Email: marta@deeded.ca

**Buyer:** Evan Hegedys, Douglas Price  
**Buyer's Lawyer:** Mitchell Barry, Barry & James LLP  
205 Main Street, P.O. Box 1234, Three Hills, AB T0M 2A0  
Phone: 403-443-2200 Email: mbarry@barryjameslaw.ca

**Property:** SW-16-27-16-W4, Dorothy, AB T0M 0A0  
**Legal Unit:** Quarter: SW Section: 16 Township: 27 Range: 16 Meridian: 4  
**Sale Price:** \$300,000.00  
**Possession Date:** March 31, 2025

### Commissions

**Listing Commission:** 1% of the final sale price plus GST  
**Listing Commission:** \$3,000.00  
**GST:** \$150.00 **Total: \$3,150.00**

**Selling Commission:** N/A  
**Selling Commission:** \$0.00  
**GST:** \$0.00 **Total: \$0.00**

**Total Commission:** \$3,000.00  
**GST:** \$150.00 **Total: \$3,150.00**

**Trust Balance Held at Bode:** \$10,000.00

**Excess Funds:** \$6,850.00

**Listing Agent:** Jeff Jackson

**Listing Brokerage:** Bode Canada, 1709 21 AVE SW, Calgary AB T2M 3Y7 Phone: (403) 464-5333

**Selling Agent:** N/A, Buyer is Self-Represented

**Selling Brokerage:** N/A, Buyer is Self-Represented



Contract Number \_\_\_\_\_

## AGRICULTURAL PURCHASE CONTRACT

Between

**THE SELLER**

and

**THE BUYER**

Name SUNTERRA FARMS LTD.

Name Evan Hegedys

Name \_\_\_\_\_

Name Douglas Price

### 1. THE PROPERTY

1.1 The Property is:

- (a) the land located in the (County or MD): \_\_\_\_\_  
Municipal Address: SW-16-27-16-W4 Dorothy, AB, T0M0A0

Legal description(s) as set out below or on the Land Description Schedule, selected as attached in clause 9.1

LINC Number	Title Number	W. of (Meridian)	Range	Township	Section	Quarter Section	Part	Hectares (more or less)	Acres (more or less)
0019603753	971 313 004 +3	4	16	27	16	SW		64.7	160

Excepting thereout all mines and minerals unless otherwise stated \_\_\_\_\_ (the "Lands");

- (b) all buildings and other improvements on the Lands (the "Buildings");  
(c) these unattached goods: \_\_\_\_\_  
(d) the attached goods except for: \_\_\_\_\_  
(e) the following tenancies where the seller is the landlord and the buyer is assuming these leases ("Accepted Tenancies"), or as described in the schedules selected as attached in clause 9.1: \_\_\_\_\_

### 2. PURCHASE PRICE AND COMPLETION DAY

2.1 The purchase price is \$300,000.00 plus GST (the "Purchase Price").

2.2 With respect to GST payable if the buyer is:

- (a) not a GST registrant under the *Excise Tax Act* (Canada), then the buyer shall remit the applicable GST to the seller's lawyer on or before the Completion Day. The seller shall remit the GST to the Receiver General as required by law, and will indemnify and save the buyer harmless from and against all costs and expenses (including legal fees on a solicitor/client full indemnity basis) that the buyer may incur or become subject to as a result of the seller's failure to remit GST pursuant to this clause; or  
(b) a GST registrant under the *Excise Tax Act* (Canada), then the buyer will provide the seller with proof and details of the buyer's GST registration before the Completion Day. The buyer will assume the liability for all GST payable pursuant to the *Excise Tax Act* (Canada) accruing in respect of this transaction and will indemnify and save the seller harmless from and against all costs and expenses (including legal fees on a solicitor/client full indemnity basis) that the seller may incur or become subject to as a result of the buyer failing to comply with its obligations pursuant to this clause.

2.3 This contract will be completed, the Purchase Price fully paid, and vacant possession given to the buyer at 12 noon on March 31, 2025 (the "Completion Day"), subject to the rights of the tenants in the Accepted Tenancies, if any. All harvested crops remain the property of the seller and will be removed by the 31 day of March, 2025, and all unharvested crops by the 31 day of March, 2025, after which time the crops or any part thereof not removed shall become the absolute property of the buyer.

2.4 After the date that acceptance of this contract is communicated, the seller shall not make any changes to any of the leases pertaining to the Accepted Tenancies without the buyer's consent in writing.

AREA©9\_2024Aug

Seller's Initials [Signature]

Buyer's Initials [Signature]

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Agricultural Purchase Contract

Contract Number

- 2.5 The seller represents and warrants that on the Completion Day, the Property will be in substantially the same condition as when this contract was accepted and the attached and unattached goods will be in normal working order.

### 3. GENERAL TERMS

- 3.1 In fulfilling this contract, the seller and buyer agree to act reasonably and in good faith and agree that:
- (a) unless the seller, buyer or both have agreed to alternate representation, the seller and buyer are each represented by their own sole agent and those agents have no agency responsibility to the other party;
  - (b) the laws of Alberta apply to this contract;
  - (c) Alberta time applies to this contract. Time is of the essence, which means times and dates will be strictly followed and enforced;
  - (d) Business Day means every day but Saturday, Sunday, and statutory holidays, and includes all the hours of the day;
  - (e) a reference to the seller or buyer includes singular, plural, masculine, feminine or an entity like a corporation;
  - (f) the seller will disclose known Material Latent Defects. Material Latent Defects means a defect in the Property that is not discoverable through a reasonable inspection and that will affect the use or value of the Property;
  - (g) the seller and buyer are each responsible for completing their own due diligence and will assume all risks if they do not;
  - (h) the seller will ensure the seller's representations and warranties are true by:
    - (i) reviewing documents such as land title, registrations on title, leases, and contracts;
    - (ii) determining non-resident status for income tax purposes and determining any dower rights;
    - (iii) determining whether or not GST is payable for the sale of the Property;
    - (iv) conducting due diligence searches, such as litigation and personal property security registry searches; and
    - (v) doing other needed research;
  - (i) the buyer will ensure the buyer's representations and warranties are true by determining its ability to purchase land under the *Foreign Ownership of Land Regulations* (Alberta);
  - (j) the buyer may get independent inspections or advice on items such as land title, registrations on title, current and future use including agricultural use, Buildings and mechanical systems, property insurance, title insurance, applicability of GST, size of the Lands and Buildings, interior and exterior measurements, leases, current tenancy statements, pertaining to Accepted Tenancies, registrations affecting the unattached goods and attached goods, the seller's representations and warranties included in the attached Agricultural Purchase Contract Property Schedule, and other items important to the buyer;
  - (k) contract changes that are agreed to in writing will supersede the pre-printed clauses;
  - (l) the seller and buyer will read this contract and seek relevant advice before signing it;
  - (m) the brokerages, real estate board and listing services may collect, maintain, disclose, and publish relevant information about this transaction, including the unconditional sale price and date of sale of the Property, for reporting, statistical, property evaluation and closing purposes; and
  - (n) the \_\_\_\_\_ seller's \_\_\_\_\_ (seller's or buyer's) brokerage will provide this contract and related documents to the appointed lawyers for the purpose of closing this contract.

### 4. DEPOSITS

- 4.1 The seller and buyer agree that clauses 4.2 through 4.9 are the terms of trust for the Deposits. "Deposits" means the amounts payable under clauses 4.3 and 4.4, and "Deposit" means either of them.
- 4.2 The seller and buyer appoint Bode Platform Inc. as trustee (the "Trustee") for the Deposits.
- 4.3 The buyer will pay a deposit of \$ 10,000.00, which will form part of the Purchase Price, to the Trustee by Wire Transfer or EFT (method of payment) on or before 02/24/2025.
- 4.4 The buyer will pay an additional deposit of \$ \_\_\_\_\_, which will form part of the Purchase Price, to the Trustee by \_\_\_\_\_ (method of payment) on or before \_\_\_\_\_.
- 4.5 If the buyer fails to pay a Deposit as required by this contract, the seller may void this contract at the seller's option by giving the buyer written notice. The seller's option expires whenever the seller accepts a deposit, even if late.
- 4.6 The Trustee will deposit the Deposits into a trust account within three Business Days of receipt.
- 4.7 Interest on the Deposits will not be paid to the seller or buyer.
- 4.8 The Deposits will be held in trust for both the seller and buyer. Provided funds are confirmed, the Deposits will be disbursed, without prior notice, as follows:
- (a) to the buyer, if after this contract is accepted:
    - (i) a condition is not satisfied or waived in accordance with clause 8.4;
    - (ii) the buyer voids this contract for the seller's failure to provide a Dower Consent and Acknowledgement form in accordance with subclause 7.1(b);
    - (iii) the seller voids this contract for the buyer's failure to pay an additional deposit in the case where an initial deposit has been paid by the buyer; or
    - (iv) the seller fails to perform this contract;
  - (b) to the seller, if this contract is accepted and all conditions are satisfied or waived, and the buyer fails to perform this contract; or



- (c) applied against the Fee owed by the seller by payment directly out of trust to the brokerage(s), with any excess amount paid in trust to the seller's lawyer no later than three Business Days prior to the Completion Day. "Fee" means the amount, plus GST, owed to a real estate brokerage under a written service agreement.
- (d) If the seller or buyer fails or refuses to complete this contract, the other party may seek all remedies, such as claims for deposits and damages, and reasonable costs including legal fees and disbursements on a solicitor/client full indemnity basis.

**4.9** The disbursement of Deposits, as agreed to in this clause, will not prevent the seller or buyer from pursuing remedies in clause 12.

## **5. LAND TITLE**

**5.1** Title to the Property will be free of all encumbrances, liens and interests except for:

- (a) those implied by law;
- (b) non-financial obligations now on titles, such as easements, utility rights-of-way, covenants and conditions that are normally found registered against of this nature; and
- (c) the following encumbrances that the buyer agrees to accept:  
021173979  
191236582  
201163768

## **6. REPRESENTATIONS AND WARRANTIES**

**6.1** The seller represents and warrants to the buyer that:

- (a) the seller has the legal right to sell the Property;
- (b) the seller is not now nor will it be on the Completion Day a non-resident for the purposes of the *Income Tax Act* (Canada), nor an agent or a trustee for any person with an interest in the Property who is a non-resident of Canada;
- (c) no one else has a legal right to the included attached and unattached goods;
- (d) the current use of the Lands and Buildings complies with the existing municipal land use bylaw and any restrictive covenant on title;
- (e) the location of the Buildings and land improvements:
  - (i) are on the Lands and not on any easement, right-of-way or neighbouring lands unless there is a registered agreement on title or, in the case of an encroachment into municipal lands or a municipal easement or right-of-way, the municipality has approved the encroachment in writing;
  - (ii) complies with any restrictive covenant on title, and municipal bylaws, regulations and relaxations, or the Buildings and improvements are "non-conforming buildings" as defined in the *Municipal Government Act* (Alberta);
- (f) known Material Latent Defects, if any, have been disclosed in writing in this contract;
- (g) any government and local authority notices regarding the Property, lack of permits for any development on the Property, or notices regarding any environmental conditions or problems known to the seller have been disclosed in writing in this contract;
- (h) there is no legal action outstanding with respect to the Property;
- (i) the Property is in compliance with all applicable environmental laws;
- (j) the seller is not in breach of any contract with respect to the Property which gives rise to an interest in land, including but not limited to, any leases related to Accepted Tenancies;
- (k) any leases pertaining to the Accepted Tenancies are valid and in good standing;
- (l) the seller is not in breach of any obligation to any third party with respect to the Property which gives rise to an interest in land;
- (m) any on-site sewage systems serving the Property:
  - (i) are wholly within the limits of the Property;
  - (ii) have received the required certificates of installation and approval pursuant to the *Environmental Protection and Enhancement Act* (Alberta) (the "EPEA") and have been constructed according to those certificates of installation and approvals, or have the required certificates of installation and approval from the local municipality;
  - (iii) have received all required use permits under the EPEA or have the required use permits under the local municipality; and
  - (iv) have been properly used and regularly maintained and will be in good working order on the Completion Day; and
- (n) the seller has disclosed to the buyer all knowledge and information it has regarding all wells, water sources, and water rights pertaining to the Property in writing in this contract.

**6.2** The buyer represents and warrants to the seller that the buyer is eligible to purchase "controlled land" as defined in the *Foreign Ownership of Land Regulations* (Alberta);

**6.3** The representations and warranties in this contract including any attached Schedules:

- (a) are made as of, and will be true at, the Completion Day; and



Agricultural Purchase Contract

Contract Number \_\_\_\_\_

- (b) will survive completion and may be enforced after the Completion Day as long as any legal action is commenced within the time limits set by the *Limitations Act* (Alberta).

## 7. DOWER

- 7.1 The seller represents and warrants to the buyer that no spouse has dower rights in the Property. Otherwise, if dower rights do apply, the seller will:
- (a) have the non-owner spouse sign this contract; and
  - (b) provide a completed Dower Consent and Acknowledgment form to be attached to and form part of this contract on or before \_\_\_\_\_, 20\_\_\_\_. If the seller fails to provide the completed Dower Consent and Acknowledgment form by the agreed date, the buyer may void this contract at the buyer's option by giving the seller written notice. The buyer's option expires when the seller delivers the Dower Consent and Acknowledgment form, even if delivered late.

## 8. CONDITIONS

- 8.1 The seller and buyer will:

- (a) act reasonably and in good faith in trying to satisfy their own conditions, including making reasonable efforts to fulfill them, and
- (b) pay for any costs related to their own conditions.
- (c) agree that the buyer may retain consultants to conduct inspections, reviews and tests on the Property and may enter upon the Property for the purpose of conducting its investigations about the state of the Property, subject to the following:
  - (i) the rights of any tenants;
  - (ii) the buyer shall not carry out any destructive or physically invasive testing, except with the prior written consent of the seller and shall repair all damage resulting from its investigations;
  - (iii) the buyer shall obtain the seller's prior consent as to the timing and length of any inspections;
  - (iv) in conducting its investigations, the buyer shall use commercially reasonable efforts to minimize disruption of the current use of the Property; and
  - (v) the buyer shall indemnify and save the seller harmless from all claims, damages, losses or liabilities of any kind (including legal fees on a solicitor/client full indemnity basis) resulting from the buyer's investigations upon the Property; and
- (d) agree that the seller will provide the buyer with such written authorizations and other assistance when reasonably required by the buyer to facilitate the buyer's inspections, reviews and tests, to satisfy its conditions.
- (e) obtain professional advice with respect to GST applicable to the transaction.

## 8.2 Buyer's Conditions

The buyer's conditions are for the benefit of the buyer and are:

### (a) Financing

This contract is subject to the buyer securing new financing from a lender of the buyer's choice and with terms satisfactory to the buyer, before \_\_\_\_\_ m. on \_\_\_\_\_, 20\_\_\_\_. The seller will cooperate by providing access to the Property on reasonable terms.

### (b) Property Inspection

This contract is subject to the buyer's satisfaction with an inspection of the improvements on the Property, conducted by a licensed inspector, before \_\_\_\_\_ m. on \_\_\_\_\_, 20\_\_\_\_. The seller will cooperate by providing access to the Property on reasonable terms.

### (c) Sale of Buyer's Property

This contract is subject to the sale of the buyer's property before \_\_\_\_\_ m. on \_\_\_\_\_, 20\_\_\_\_, on the terms in the attached Sale of Buyer's Property Schedule.

### (d) Water

This contract is subject to the buyer's satisfaction with the source and the flow rate of the water supply and a review of well and water reports prepared by an inspector of the buyer's choice, before \_\_\_\_\_ m. on \_\_\_\_\_, 20\_\_\_\_. The seller will cooperate by providing access to the Property on reasonable terms.

### (e) On-site Sewage System

This contract is subject to the buyer's satisfaction with a review of the on-site sewage system inspection, prepared by an inspector of the buyer's choice, before \_\_\_\_\_ m. on \_\_\_\_\_, 20\_\_\_\_. The seller will cooperate by providing access to the Property on reasonable terms.

### (f) Agricultural Purchase Contract Property Schedule

This contract is subject to the buyer's satisfaction with the information provided by the seller in the attached Agricultural Purchase Contract Property Schedule, before \_\_\_\_\_ m. on \_\_\_\_\_, 20\_\_\_\_.

### (g) Subdivision Plan

This contract is subject to the buyer's satisfaction with a review of a subdivision plan for the Property before \_\_\_\_\_ m. on \_\_\_\_\_, 20\_\_\_\_. The seller will cooperate by providing a true copy of the subdivision plan.



**(h) Due Diligence**

- (i) Within \_\_\_\_\_ Business Days after the date that acceptance of this contract is communicated, the seller will provide to the buyer true copies of all agreements, documents, reports and other materials respecting the Property that are in the possession or control of the seller (the "Disclosure Documents"), including but not limited to: copies of Permitted Encumbrances, copies of leases for the Accepted Tenancies, environmental reports, operating information, surveyors plans and reports, real property reports, permits, verification of GST payable, and
- \_\_\_\_\_
- \_\_\_\_\_

- (ii) The buyer will keep all Disclosure Documents and information obtained from the seller in strict confidence and will only make such information available to the buyer's employees, agents and professional advisors on a need to know basis. Should this transaction not be completed, the buyer will return the Disclosure Documents including all copies to the seller immediately.

- (iii) This contract is subject to the buyer's satisfaction with the results of its review of the Disclosure Documents and its inspections of the Property, before \_\_\_\_\_, m. on \_\_\_\_\_, 20\_\_\_\_\_.

**(i) Additional Buyer's Conditions**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

before \_\_\_\_\_, m. on \_\_\_\_\_, 20\_\_\_\_\_.

**8.3 Seller's Conditions**

The seller's conditions are for the benefit of the seller and are:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

before \_\_\_\_\_, m. on \_\_\_\_\_, 20\_\_\_\_\_.

**8.4 Each party will give the other written notice that:**

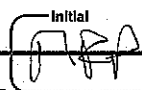
- (a) a condition is unilaterally waived or satisfied on or before the date upon which it expires. If not, this contract will end after the time indicated for that condition; or
- (b) a condition will not be waived or satisfied prior to the date upon which it expires. This contract will end upon that notice being given.

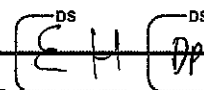
**9. ATTACHMENTS AND ADDITIONAL TERMS****9.1 The selected documents are attached to and form part of this contract:**

- ☐ Land Description Schedule
- ☒ Certificate(s) of Title for the Lands
- ☐ Financing Schedule (Seller Financing, Mortgage Assumption, Other Value)
- ☐ Sale of Buyer's Property Schedule
- ☐ Surface Leases and Income Schedule
- ☐ Grazing Leases and Permits Schedule
- ☐ Property Leases Schedule
- ☐ Residential Leases Schedule
- ☐ Water and Irrigation Rights Schedule
- ☒ Agricultural Purchase Contract Property Schedule
- ☐ Manufactured Home Schedule
- ☐ Addendum
- ☐ Other

This offer is contingent on purchasing this 1/4 and the adjoining 1/4.

Seller has option to complete Agricultural Purchase Contract Property Schedule at their discretion.

Initial  


DS DS  


9.2 The parties agree that the following additional terms shall form a binding part of this contract:

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## 10. CLOSING PROCESS

### Closing Documents

- 10.1 As applicable, the closing documents will be:
- (a) transfer of land (the "Transfer") in registerable form;
  - (b) statement of adjustments;
  - (c) bill of sale for any unattached goods;
  - (d) a signed acknowledgement for each of the Accepted Tenancies stating the lease is in good standing and that they have received notification of the sale (estoppel certificate) along with assignment of the leases;
  - (e) GST indemnity certificate; and
  - (f) such other closing documents reasonably requested by the seller's lawyer or the buyer's lawyer (the "Closing Documents").

### Closing Procedure

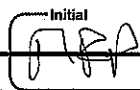
- 10.2 The seller or the seller's lawyer will deliver the Closing Documents to the buyer or buyer's lawyer upon reasonable trust conditions consistent with the terms of this contract, including delivery within a reasonable time before the Completion Day to allow for confirmation of registration of documents at the Land Titles Office, obtain the advance of mortgage proceeds, and verify of the transfer of other value items.
- 10.3 If a new mortgage is a condition of this contract, the seller agrees to trust conditions that allow the buyer's lawyer to register the Transfer so as to obtain the advance of mortgage funds on the new mortgage, provided however that the buyer's lawyer undertakes, accepts, and complies with reasonable trust conditions imposed by the seller's lawyer until the seller has been paid the total Purchase Price.

### Payments and Costs

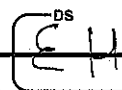
- 10.4 The Purchase Price (other than Deposits) shall be paid by certified cheque, bank draft or solicitor's trust cheque.
- 10.5 All normal adjustments for the Property including but not limited to taxes, local improvement levies and assessments, municipal charges, rents, utilities, tenant deposits including interest, prepaid rent, surface leases (if any), and mortgage principal and interest that are applicable with respect to the Property will be the seller's responsibility for the entire Completion Day and thereafter assumed by the buyer.
- 10.6 The seller's lawyer may use the Purchase Price to pay and discharge all of the seller's financial obligations related to the Property. The seller's lawyer will provide the buyer's lawyer with evidence of all discharges including, where required, a certified copy of the certificate of title, within a reasonable time after the Completion Day.
- 10.7 If the seller has entered into a written service agreement with a real estate brokerage, the seller instructs the seller's lawyer to honour the terms of that agreement, including the Fee and other costs payable to the seller's brokerage.
- 10.8 The seller will have the right to register a seller's caveat against the title to the Property and the buyer shall have the right to register a buyer's caveat against the title to the Property, upon the date that acceptance of this contract is communicated.
- 10.9 The seller will pay the costs to prepare the Closing Documents, costs to end any existing tenancies that are not Accepted Tenancies and provide vacant possession to the buyer and costs to prepare, register and discharge any seller's caveat based on this contract.
- 10.10 The buyer will pay the costs to prepare, register and discharge any buyer's caveat based on this contract and to register the Transfer and mortgage, if applicable.

### Completion Day Delays

- 10.11 If the seller fails to deliver the Closing Documents in accordance with clause 10.2, then:

Initial  


Seller's Initials

DS  


Buyer's Initials

DS  






Agricultural Purchase Contract

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- (a) the buyer's payment of the Purchase Price and late interest will be delayed until the buyer or buyer's lawyer has received the Closing Documents and has a reasonable time to review and register them, obtain the advance of mortgage financing, and verify the transfer of other value items, as applicable; and
- (b) if the buyer is willing and able to close in accordance with this contract and wants to take possession of the Property, then the seller will give the buyer possession upon reasonable terms which will include the payment of late interest only on the amount of mortgage being obtained by the buyer at the interest rate of that mortgage.

**10.12** If the seller has complied with clause 10.2, but the buyer is not able to close in accordance with this contract, then:

- (a) the seller may, but is not obligated to, accept late payment of the Purchase Price and give the buyer possession upon reasonable terms; and
- (b) if the seller agrees to accept late payment of the Purchase Price and, whether or not possession is granted, the buyer will pay late interest at the prime lending rate of the ATB Financial at the Completion Day plus 3% calculated daily from and including the Completion Day to (but excluding) the day the seller is paid in full. Payment received after 12 noon on any day will be payment as of the next Business Day.

#### 11. INSURANCE

**11.1** The seller bears the risk of loss or damage to the Property until the Purchase Price is paid. If such loss or damage occurs before the Purchase Price is paid, any insurance proceeds will be held in trust for the seller and buyer based on their interests.

#### 12. REMEDIES

- 12.1** If the seller or buyer fails or refuses to complete this contract, the other party may seek all remedies, such as claims for Deposits and damages, and reasonable costs including legal fees and disbursements on a solicitor/client full indemnity basis.
- 12.2** On buyer default, if the seller must restore the Property title, enforce a lien against the Property or regain possession of the Property, the seller may seek all remedies, such as claims for damages, and all reasonable costs including legal fees and disbursements on a solicitor/client full indemnity basis.
- 12.3** The seller and the buyer agree that the Property is unique. On seller default, the buyer may make a claim for specific performance and other remedies.

#### 13. NOTICE AND DOCUMENTS

- 13.1** A notice under this contract means a written document, including notices required by this contract, and this contract when accepted.
- 13.2** A notice is effective at the time the document is delivered in person or sent by fax or email.
- 13.3** Giving notice means the document is transmitted by one of these methods, and regardless of the method, the notice document is recognized as an original document.
- 13.4** For documents that require a signature, an electronic signature, as defined in the Electronic Transactions Act (Alberta), or a digitized signature will have the same function as an ink signature.

#### 14. AUTHORIZATION

**14.1** The seller and buyer may each authorize a representative to send and receive notices as described above. Once authorized, notices will be effective upon being delivered in person, or sent by fax or email to the authorized representative.

**The seller authorizes:**

**Seller's Brokerage:**

Name: Bode Platform Inc.

Address: \_\_\_\_\_

**Brokerage Representative:**

Name: Jeff Jackson

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: info@bodecanada.com

**The buyer authorizes:**

**Buyer's Brokerage:**

Name: N/A

Address: \_\_\_\_\_

**Brokerage Representative:**

Name: N/A

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_





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14.2 If the seller or the buyer does not authorize a brokerage, then:

**The seller authorizes:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**The buyer authorizes:**Name: Bode Platform Inc.

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

14.3 If the authorization information changes, the seller and buyer agree to give written notice to the other party as soon as the change is known so that future notices may be sent to the proper person and place.

**15. CONFIRMATION OF CONTRACT TERMS**

15.1 The seller and buyer confirm that this contract sets out all the rights and obligations they intend for the purchase and sale of the Property and that:

- (a) this contract is the entire agreement between them; and
- (b) unless expressly made part of this contract, in writing:
  - (i) verbal or written collateral or side agreements or representations or warranties made by either the seller or buyer, or the seller's or buyer's brokerage or agent, have not and will not be relied on and are not part of this contract; and
  - (ii) any pre-contractual representations or warranties, howsoever made, that induced either the seller or buyer into making this contract are of no legal force or effect.

Seller's Initials EHBuyer's Initials DP**16. LEGAL OBLIGATIONS BEGIN**

16.1 The legal obligations in this contract begin when the accepted contract is delivered in person or sent by fax or email. The obligations bind the seller and the buyer as well as their heirs, administrators, executors, successors, and assigns.

**17. OFFER**

17.1 The buyer offers to buy the Property according to the terms of this contract.

17.2 This offer/counteroffer shall be open for acceptance in writing until 5 P. m. on February 24, 2025.SIGNED AND DATED at \_\_\_\_\_, Alberta at \_\_\_\_\_, m. on February 23, 2025 | 3:16 PM PST, 2025.

DocuSigned by:

Signature of Buyer or Authorized Signatory of Buyer

Signature of Witness

**Evan Hegedys**

Print Name of Buyer or Authorized Signatory of Buyer

Print Name of Witness

DocuSigned by:

Signature of Buyer or Authorized Signatory of Buyer

Signature of Witness

**Douglas Price**

Print Name of Buyer or Authorized Signatory of Buyer

Print Name of Witness

Buyer's GST # \_\_\_\_\_





Agricultural Purchase Contract

Contract Number

## 18. ACCEPTANCE

18.1 The seller agrees to sell the Property according to the terms of this contract.

SIGNED AND DATED at \_\_\_\_\_, Alberta at \_\_\_\_\_ m. on February 24, 2025 | 6:29 PM PST, 20\_\_\_\_.

Signed by:

Signature of Seller or Authorized Signatory of Seller

Signature of Witness

Art Price for Sunterra Farms Ltd.

Print Name of Seller or Authorized Signatory of Seller

Print Name of Witness

Signature of Seller or Authorized Signatory of Seller

Signature of Witness

Print Name of Seller or Authorized Signatory of Seller

Print Name of Witness

Seller's GST # \_\_\_\_\_

Non-registered owner spouse's signature (when dower rights apply):

SIGNED AND DATED at \_\_\_\_\_, Alberta at \_\_\_\_\_ m. on \_\_\_\_\_, 20\_\_\_\_.

Signature of Non-Registered Owner Spouse

Signature of Witness

Print Name of Non-Registered Owner Spouse

Print Name of Witness

## INFORMATION

The following is for information purposes and has no effect on the contract's terms:

## REJECTION

I/we do not accept this offer/counteroffer. No counteroffer is being made.

SIGNED AND DATED at \_\_\_\_\_, Alberta at \_\_\_\_\_ m. on \_\_\_\_\_, 20\_\_\_\_.

Signature of Seller or Authorized Signatory of Seller

Signature of Buyer or Authorized Signatory of Buyer

Signature of Seller or Authorized Signatory of Seller

Signature of Buyer or Authorized Signatory of Buyer





Agricultural Purchase Contract

Contract Number \_\_\_\_\_

### CONVEYANCING INFORMATION

#### Seller's Information:

Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Lawyer Name \_\_\_\_\_ NA

Firm \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

NA

Email \_\_\_\_\_

#### Buyer's Information:

Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Lawyer Name \_\_\_\_\_ Mitchell Barry

Firm \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

mbarry@barryjamesl

aw.ca





## AGRICULTURAL PURCHASE CONTRACT PROPERTY SCHEDULE

This Schedule is attached to and forms part of the Agricultural Purchase Contract # \_\_\_\_\_

Seller \_\_\_\_\_ Buyer \_\_\_\_\_

Seller \_\_\_\_\_ Buyer \_\_\_\_\_

### 1. REPRESENTATIONS AND WARRANTIES

1.1 The seller represents and warrants to the buyer the following are provided to the Property:

- |                           |  |  |  |
|---------------------------|--|--|--|
| (a) Electricity           | <input type="checkbox"/> residence                       | <input type="checkbox"/> property line                           | <input type="checkbox"/> not serviced            |
| (b) Telephone land line   | <input type="checkbox"/> residence                       | <input type="checkbox"/> property line                           | <input type="checkbox"/> not serviced            |
| (c) Cable service         | <input type="checkbox"/> residence                       | <input type="checkbox"/> property line                           | <input type="checkbox"/> not serviced            |
| (d) Natural gas           | <input type="checkbox"/> residence                       | <input type="checkbox"/> property line                           | <input type="checkbox"/> not serviced            |
| (e) Municipal road access | <input type="checkbox"/> yes <input type="checkbox"/> no |  |  |
| (f) Driveway access       | <input type="checkbox"/> yes <input type="checkbox"/> no | <input type="checkbox"/> private <input type="checkbox"/> shared | <input type="checkbox"/> via registered easement |

Other \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1.2 The seller represents and warrants to the buyer the following information about the Property:

- |                                      |  |                   |
|--------------------------------------|--|-------------------|
| (a) Registered water rights          | <input type="checkbox"/> yes <input type="checkbox"/> no   | Priority #: _____ |
| (b) Water rights included            | <input type="checkbox"/> yes <input type="checkbox"/> no   |                   |
| (c) Surface rights contracts         | <input type="checkbox"/> yes <input type="checkbox"/> no   |                   |
| (d) Registered easements             | <input type="checkbox"/> yes <input type="checkbox"/> no   |                   |
|                                      | <input type="checkbox"/> gas line <input type="checkbox"/> power line <input type="checkbox"/> pipeline <input type="checkbox"/> well <input type="checkbox"/> other | _____             |
| (e) Non-residential lease agreements | <input type="checkbox"/> yes <input type="checkbox"/> no   |                   |
| (f) Heat source                      | <input type="checkbox"/> natural gas <input type="checkbox"/> propane/LPG <input type="checkbox"/> electric  |                   |
|                                      | <input type="checkbox"/> none <input type="checkbox"/> other   | _____             |
| (g) Septic system                    | <input type="checkbox"/> tank & field <input type="checkbox"/> holding tank (size: _____ gallons)  |                   |
|                                      | <input type="checkbox"/> none <input type="checkbox"/> other   | _____             |
| (h) Water supply                     | <input type="checkbox"/> drilled well <input type="checkbox"/> cistern (size: _____ gallons)   |                   |
|                                      | <input type="checkbox"/> municipal <input type="checkbox"/> community co-op <input type="checkbox"/> other   | _____             |
| (i) Other                            | _____<br>_____<br>_____  |                   |

1.3 Lease Agreement: Possession will be given subject to the terms of the lease agreement. If the buyer is to assume a tenancy, then the seller warrants the following to the Buyer:

- |                                      |   |
|--------------------------------------|---|
| (a) Name of tenant(s): _____         |   |
| (b) Written lease agreement exists   | <input type="checkbox"/> yes <input type="checkbox"/> no   If yes, a copy will be provided to buyer |
| (c) Move-in inspection report exists | <input type="checkbox"/> yes <input type="checkbox"/> no   If yes, a copy will be provided to buyer |





- (d) Commencement date of lease \_\_\_\_\_
- (e) Expiry or end date of lease \_\_\_\_\_
- (f) Renewal Rights \_\_\_\_\_
- (g) Rent Payable \_\_\_\_\_
- (h) Security Deposit \$ \_\_\_\_\_
- (i) Date Received \_\_\_\_\_
- (j) Is the lease agreement in default ☐ yes ☐ no If yes, give details \_\_\_\_\_
- (k) Other Details \_\_\_\_\_

1.4 The seller represents and warrants to the buyer that there are no unpaid fees to provide services and utilities to the Property that the buyer must assume, except as follows:

\_\_\_\_\_

\_\_\_\_\_

## 2. OTHER TERMS

2.1 The buyer acknowledges that telecommunication facilities may be available to the Property. As the providers and technologies can change, the buyer is responsible to verify availability of these services.

2.2 The seller is providing, without warranting accuracy, the well and water reports as indicated:

- (a) ☐ bacterial analysis report, dated \_\_\_\_\_
- (b) ☐ chemical analysis report, dated \_\_\_\_\_
- (c) ☐ flow test report, dated \_\_\_\_\_
- (d) ☐ driller's report, dated \_\_\_\_\_
- (e) ☐ other \_\_\_\_\_

2.3 The following contracts are to be assumed by the buyer:

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_, m. on \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Seller's Signature

\_\_\_\_\_  
Buyer's Signature





LAND TITLE CERTIFICATE

S  
 LINC                      SHORT LEGAL                      TITLE NUMBER  
 0019 603 753            4;16;27;16;SW            971 313 004 +3

LEGAL DESCRIPTION

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

ESTATE: FEE SIMPLE

MUNICIPALITY: SPECIAL AREA 2

REFERENCE NUMBER: 971 035 347

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
971 313 004	21/10/1997	TRANSFER OF LAND		SEE INSTRUMENT

OWNERS

SUNTERRA FARMS LTD.  
 OF PO BOX 266  
 ACME  
 ALBERTA T0M 0A0

(DATA UPDATED BY: CHANGE OF NAME 051264786)

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION		
NUMBER	DATE (D/M/Y)	PARTICULARS
021 173 979	22/05/2002	CAVEAT RE : PIPELINE RIGHT OF WAY CAVEATOR - CANADIAN NATURAL RESOURCES LIMITED.

( CONTINUED )

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

# 971 313 004 +3

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

ATTN: SURFACE LAND

BOX 6926, STN D

CALGARY

ALBERTA T2P2G1

(DATA UPDATED BY: TRANSFER OF CAVEAT  
041101765)

(DATA UPDATED BY: CHANGE OF NAME 061290348)

(DATA UPDATED BY: CHANGE OF NAME 081259250)

(DATA UPDATED BY: TRANSFER OF CAVEAT  
181142025)

191 236 582 20/11/2019 MORTGAGE

MORTGAGEE - FARM CREDIT CANADA.

2ND FLOOR, 12040-149 STREET NW

EDMONTON

ALBERTA T5V1P2

ORIGINAL PRINCIPAL AMOUNT: \$25,000,000

201 163 768 10/09/2020 AMENDING AGREEMENT

AMOUNT: \$40,000,000

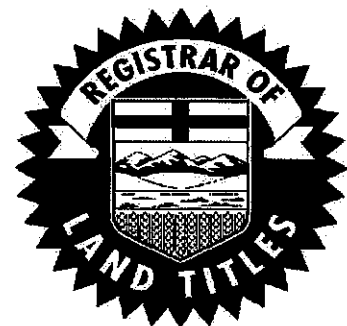
AFFECTS INSTRUMENT: 191236582

TOTAL INSTRUMENTS: 003

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN  
ACCURATE REPRODUCTION OF THE CERTIFICATE OF  
TITLE REPRESENTED HEREIN THIS 25 DAY OF JUNE,  
2024 AT 04:43 P.M.

ORDER NUMBER: 50903497

CUSTOMER FILE NUMBER:



\*END OF CERTIFICATE\*

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED  
FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER,  
SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM  
INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION,  
APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS  
PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING  
OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).





## AMENDMENT

(For changing contract terms)

This document forms part of Purchase Contract # \_\_\_\_\_

Seller Sunterra Farms Ltd. Buyer Evan Hegedys  
 Seller \_\_\_\_\_ Buyer Douglas Price  
 Municipal Address: SW-16-27-16-W4 Dorothy, AB, CA, T0M0A0

The contract is changed as follows:

Delete: 4.2 The seller and buyer appoint Bode Platform Inc. as trustee (the "Trustee") for the Deposits.  
4.3 The buyer will pay a deposit of \$10,000, which will form part of the Purchase Price, to the  
Trustee by Wire Transfer or EFT (method of payment) on or before 2/24/2025.

Insert: 4.2 The seller and buyer appoint Bode Platform Inc. as trustee (the "Trustee") for the Deposits.  
4.3 The buyer will pay a deposit of \$10,000, which will form part of the Purchase Price, to the  
Trustee by Wire Transfer or EFT (method of payment) on or before 2/28/2025.

All other terms and conditions in the contract remain unchanged.

Signed and dated at \_\_\_\_\_, Alberta at \_\_\_\_\_ m. on February 24, 2025 | 9:36 PM PST, 20\_\_\_\_.  
 Buyer Signature \_\_\_\_\_ Witness Signature \_\_\_\_\_ Witness Name (print) \_\_\_\_\_

Signed and dated at \_\_\_\_\_, Alberta at \_\_\_\_\_ m. on February 26, 2025 | 1:22 PM PST, 20\_\_\_\_.  
 Buyer Signature \_\_\_\_\_ Witness Signature \_\_\_\_\_ Witness Name (print) \_\_\_\_\_

Signed and dated at \_\_\_\_\_, Alberta at \_\_\_\_\_ m. on February 25, 2025 | 7:08 AM PST, 20\_\_\_\_.  
 Seller Signature \_\_\_\_\_ Witness Signature \_\_\_\_\_ Witness Name (print) \_\_\_\_\_

Signed and dated at \_\_\_\_\_, Alberta at \_\_\_\_\_ m. on \_\_\_\_\_, 20\_\_\_\_.  
 Seller Signature \_\_\_\_\_ Witness Signature \_\_\_\_\_ Witness Name (print) \_\_\_\_\_





LAND TITLE CERTIFICATE

S

LINC

SHORT LEGAL

TITLE NUMBER

0019 603 753

4;16;27;16;SW

971 313 004 +3

LEGAL DESCRIPTION

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

ESTATE: FEE SIMPLE

MUNICIPALITY: SPECIAL AREA 2

REFERENCE NUMBER: 971 035 347

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
971 313 004	21/10/1997	TRANSFER OF LAND		SEE INSTRUMENT

OWNERS

SUNTERRA FARMS LTD.

OF PO BOX 266

ACME

ALBERTA T0M 0A0

(DATA UPDATED BY: CHANGE OF NAME 051264786)

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
--------	--------------	-------------

021 173 979	22/05/2002	CAVEAT
-------------	------------	--------

RE : PIPELINE RIGHT OF WAY

CAVEATOR - CANADIAN NATURAL RESOURCES LIMITED.

( CONTINUED )

-----  
ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

# 971 313 004 +3

REGISTRATION

NUMBER      DATE (D/M/Y)      PARTICULARS  
-----

ATTN: SURFACE LAND  
BOX 6926, STN D  
CALGARY  
ALBERTA T2P2G1

(DATA UPDATED BY: TRANSFER OF CAVEAT  
041101765)

(DATA UPDATED BY: CHANGE OF NAME 061290348)

(DATA UPDATED BY: CHANGE OF NAME 081259250)

(DATA UPDATED BY: TRANSFER OF CAVEAT  
181142025)

191 236 582      20/11/2019 MORTGAGE  
MORTGAGEE - FARM CREDIT CANADA.  
2ND FLOOR, 12040-149 STREET NW  
EDMONTON  
ALBERTA T5V1P2  
ORIGINAL PRINCIPAL AMOUNT: \$25,000,000

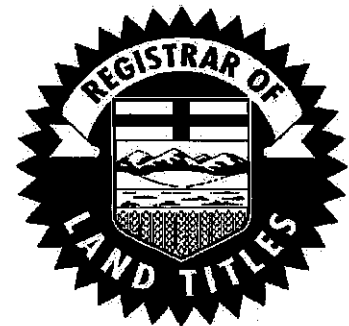
201 163 768      10/09/2020 AMENDING AGREEMENT  
AMOUNT: \$40,000,000  
AFFECTS INSTRUMENT:      191236582

TOTAL INSTRUMENTS: 003

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN  
ACCURATE REPRODUCTION OF THE CERTIFICATE OF  
TITLE REPRESENTED HEREIN THIS 25 DAY OF JUNE,  
2024 AT 04:43 P.M.

ORDER NUMBER:      50903497

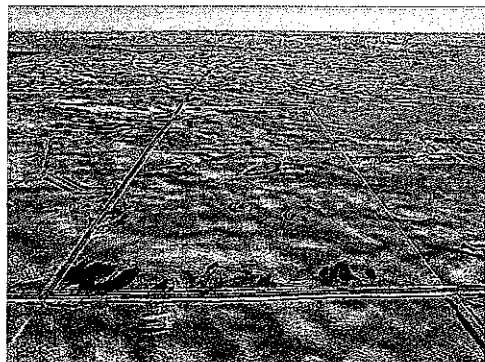
CUSTOMER FILE NUMBER:



\*END OF CERTIFICATE\*

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED  
FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER,  
SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM  
INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION,  
APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS  
PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING  
OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).

**SW-16-27-16- W4 Dorothy, AB T0M0A0****Land  
Sold****A2181932****W:4 R:16 T:27 S:16 Q:SW****DOM: 84 LP: \$325,000.00****CDOM: 84 OP: \$540,000.00****SD: 02/25/2025****SP: \$300,000.00**

**Class:** Commercial Land  
**County:** Special Area 2  
**City:** Dorothy  
**Levels:**  
**Subdivision:** NONE  
**Possession:** 30 Days / Neg/Negotiable  
**LINC#:** 0019603753  
**Outbuildings:**  
**Rd Frontage:**  
**Zoning:** TBD  
**Legal Pln:**

**LP/Acre:** \$2,056.96  
**SP/Acre:** \$1,898.73  
**Type:**  
**District:**  
**Tax Amt/Yr:**

**Lot Size:** 158.00 Ac  
**Lot:**

**Title to Lnd:** Fee Simple  
**Exclusion:** No  
**Sewer/Septic:**  
**Disclosure:**  
**Reports:** Title  
**Restrictions:** None Known

**Ownership:**  
**SRR:** No  
**Condo:** No

**Public Remarks:** 1/4 section of agriculture land with a residence and building site.


**Directions:** Dorothy Alberta T0J 0X0 Head southeast on Hwy 570/AB-570 E toward Range Rd 172 ? 7.0 km Turn left onto Range Rd 165 ? 3.2 km Range Rd 165 turns slightly right and becomes Township Rd 272 1.6 km Turn left onto Range Rd 164 ? Destination will be on the left 900 m Range Rd 164 Dorothy, AB T0J 0X0

**Property Information**

**Fencing:** None  
**911 Addr:**  
**Dist to Trans:**  
**Irrigation Eqp:**  
**Road Access:**  
**Lot Dim:**  
**Front Exp:**  
**Water GPM:**  
**Depth of Well:**  
**Reg Wtr Rgt:**  
**Bus Service:**  
**Elem School:**  
**Jr/Mid Schl:**  
**High School:**  
**Amenities:**  
**Exterior Feat:**  
**Utilities:**  
**Access Feat:**  
**Goods Include:** N/A  
**Goods Exclude:** N/A

**Water Supply:**  
**# Parcels:**  
**Dist to School:**  
**Farm Eqp Inc:**  
**Front Length:**  
**Lot Depth:** M'  
**Local Imprv:**  
**Acres Cleared:**  
**Acres Irrigat:**  
**Acres Fenced:**  
**Acres Cultivtd:**  
**Acres Pasture:**  
**Acres Lsehd:**  
**Acres Treed:**  
**Total Acres:** 158.00

**Agent & Office Information**

**List Agent:** Shane Koka  [help@bodecanada.com](mailto:help@bodecanada.com)  
**List Firm:** Bode  
**Firm Address:** 1709 21 AVE SW, CALGARY, T2T 0N2  
**Appt:** call seller/showing time  
**Showing Contact:** Art Price 403-389-4942  
**Comm:** 3.5% the first \$100k, 1.5% the balance  
**LB Type/Info:** /  
**Owner Name:** SUNTERRA FARMS LTD.  
**Occupancy:**  
**Member Rmks:**

**Phone:** 587-602-3307  
**Phone:** 587-602-3307  
**Firm Fax:** 403-592-6810

**List Date:** 12/02/2024  
**Expiry Dt:**  
**With Dt:**

**Ownership:** Private  
**Exclusion:** No  
**SRR:** No

Sellers prefer offers made on Bode here: <https://bode.ca/listings/19345747for tracking/ease>. Direct questions to appointment contact. Requests submitted through ShowingTime are received/responded to by seller, messages not monitored. This is a Mere Posting defined by CREA. Sellers self-represented. Bode cannot confirm showings. Buyer's brokerage to hold trust deposits and convey. Please copy [help@bodecanada.com](mailto:help@bodecanada.com) on all correspondence with seller. Possession date is negotiable and pls contact seller to confirm. The residence is currently occupied but will be vacant by March 31, 2025

**Selling Information**

**Sell Agent:** Non Board Member  
**Cosell Agent:**  
**Pend Dt:**

**Sell Firm:** NON BOARD BROKER  
**Adjust Dt:** 03/31/2025  
**Sold Price:** \$300,000.00

**Sold Date:** 02/25/2025

**Printed Date:** 03/06/2025 12:16:34 PM

INFORMATION HEREIN DEEMED RELIABLE BUT NOT GUARANTEED. AS OF 2017 MEASUREMENTS ARE PER RESIDENTIAL MEASUREMENT STANDARDS (RMS).

## CONTRACT FOR POSTING WITHOUT REPRESENTATION

(For Use in Common Law and Designated Agency Brokerages)

Between

**THE SELLER**

and

**THE SELLER'S BROKERAGE (THE "BROKERAGE")**

Name SUNTERRA FARMS LTD.  
 Name \_\_\_\_\_  
 Address SW-16-27-16-W4, Dorothy T0M0A0  
 (postal code)  
 Phone (403) 389-4942 Fax \_\_\_\_\_  
 Email art.price@icloud.com

Name Bode Platform Inc.  
 Name \_\_\_\_\_  
 Address 1709 21st Ave. SW, Calgary, AB. T2T 0N2  
 (postal code)  
 Phone 587.602.3307. Fax \_\_\_\_\_  
 Email info@bodecanada.com  
 Member of Calgary (the "Board")

### 1. ACKNOWLEDGMENT OF NON-REPRESENTATION

- 1.1 The Seller has read the Real Estate Council of Alberta's *Consumer Relationships Guide (Guide)* and acknowledges that the Seller has chosen to forgo any agency representation. The Brokerage and its representatives will not owe the Seller any agency obligations and will not provide any services that require exercising discretion or judgment, giving advice, or advocating on the Seller's behalf.
- 1.2 The Seller acknowledges that the obligations owed to the Seller are limited to:
- exercising reasonable care and skill in providing services to the Seller;
  - not negligently or knowingly providing the Seller with false or misleading information; and
  - complying with the provisions of the *Real Estate Act* and its Regulations, and the Rules and Bylaws of the Real Estate Council of Alberta.
- 1.3 The Seller acknowledges that the Brokerage may be representing buyers who may wish to make an offer on the Seller's property and that the Brokerage is obligated:
- to act in the best interests of the buyer;
  - not to provide the Seller with information that is not in the best interests of the buyer; and
  - to communicate to the buyer all information, whether of a confidential nature or not, that it receives from the Seller.

### 2. BROKERAGE OBLIGATIONS

- 2.1 The Brokerage will:
- (a) post the Seller's property located at SW-16-27-16-W4, Dorothy, T0M0A0  
 (municipal address)  
 (the "Property") for sale on the Board's MLS® System for the price of \$ \$575,900;
- (b) verify the accuracy of data related to the Property that is provided to the MLS® System;
- (c) maintain, and if necessary amend, the information on the MLS® System;
- (d) report the date of sale, the selling price and the date of transfer (possession) to the MLS® System when the Property has sold.

### 3. THE PROPERTY

- 3.1 The legal description of the Property is:
- Plan \_\_\_\_\_ Lot \_\_\_\_\_ Block \_\_\_\_\_
- or
- Condominium Plan \_\_\_\_\_ Unit \_\_\_\_\_ Unit factor \_\_\_\_\_
- Titled Parking Condominium Plan \_\_\_\_\_ Unit(s) \_\_\_\_\_ Unit factor(s) \_\_\_\_\_
- Title Storage Space Condominium Plan \_\_\_\_\_ Unit(s) \_\_\_\_\_ Unit factors(s) \_\_\_\_\_
- or
- Other \_\_\_\_\_
- 3.2 The Property includes:
- (a) Goods not attached to the Property ("Unattached Goods") as listed below:
- \_\_\_\_\_
- \_\_\_\_\_

(b) All goods attached to the Property ("Attached Goods") except those goods listed below:

\_\_\_\_\_

\_\_\_\_\_

(c) If Condominium Property, the following non-titled areas:

Parking stall(s): \_\_\_\_\_ assigned \_\_\_\_\_ leased      Parking stall #(s) \_\_\_\_\_  
 Storage space(s): \_\_\_\_\_ assigned \_\_\_\_\_ leased      Storage space #(s) \_\_\_\_\_

#### 4. TERM OF THE CONTRACT

4.1 Refer to Addendum for details.

#### 5. BROKERAGE REMUNERATION

5.1 The Seller will pay the Brokerage as remuneration:

- (a) upon the signing of this Contract \$0.00 plus GST;  
 (b) further remuneration as follows: 1% of the final sale price plus GST (to a maximum of \$10,000 plus GST)

5.2 The Seller instructs the Brokerage to post on the Board's MLS® System that the Seller will enter into a fee agreement with a buyer's brokerage when an offer to purchase is presented to the Seller by the buyer's brokerage representative. ☒ Yes ☐ No

#### 6. SELLER'S RESPONSIBILITIES

6.1 The Seller will:

- (a) provide the Brokerage with all the information necessary for the posting of the Property on the MLS® System;
- (b) obtain verification of mortgage, property tax, improvement charges, tenancy information;
- (c) communicate and cooperate with the Brokerage in a timely manner;
- (d) immediately advise the Brokerage of any change in status of the Property or in the information provided by the Seller;
- (e) report the sale of the Property, as per clause 2.1(d), to the Brokerage when the purchase price is paid to the Seller or the Seller's lawyer and is releasable; and
- (f) provide any documentation necessary to facilitate or complete the sale.

#### 6.2 Material Latent Defects:

Sellers are required by common law to disclose to buyers defects that are hidden, not visible or discoverable upon a reasonable inspection of the Property and that render the Property dangerous or potentially dangerous to the occupants or unfit for habitation. Sellers may also be required to disclose government and local authority notices, lack of development permits and hidden defects that would involve great expense to remedy.

#### 6.3 Dower Rights:

- (a) If just one individual is the registered owner of the Property, then the Seller will consider the following questions: Are you legally married? If the answer is yes, have either you or your spouse at any time during your marriage lived on the Property?
- (b) If only one individual is on title and the answer to both questions is yes, then the Seller will be unable to complete a sale of the Property without the legal consent of the spouse. The Seller is urged to obtain legal advice respecting this issue prior to the acceptance of any offer to purchase.

#### 7. INDEMNIFICATION

7.1 The Seller will hold harmless and indemnify the Brokerage for any claims that may arise from its reasonable and good faith reliance on representations made, or information provided by, the Seller.

#### 8. ENDING THE CONTRACT

8.1 This Contract will end upon the Expiry Date of the Contract as specified in clause 4 or upon:

- (a) an earlier date than the Expiry Date if mutually agreed by the Seller and the Brokerage in writing;
- (b) a completed sale of the Property;
- (c) the suspension or cancellation of the Brokerage's licence to trade in real estate;
- (d) the Brokerage ceasing to be a member of the Board.

#### 9. USE AND DISTRIBUTION OF SELLER'S INFORMATION

9.1 The Seller consents to the collection, use and disclosure of personal information (as defined by the *Personal Information Protection Act*) by the Brokerage and the Board for the purpose of compiling, retaining and publishing statistics and conducting comparative market analyses.



112696

Contract Number

## 10. SIGNATURES

SIGNED AND DATED on December 4, 2024 | 1:06 PM PST, 20  .

Designated by:  
SUNTERRA FARMS LTD.

Signature of Seller

Signature of Witness

SUNTERRA FARMS LTD.

Print Name of Seller

Print Name of Witness

Signature of Seller

Signature of Witness

Print Name of Seller

Print Name of Witness

Jeffrey Jackson

Signature of Brokerage Representative

Jeff Jackson

Print Name of Brokerage Representative

**Seller:** Initial here to show you have received a copy of this Contract SFL

Initials Dated at            m. on December 4, 2024 | 1:06 PM PST, 20  .





112696

Contract Number

## ADDENDUM (For adding contract terms)

### RECITALS:

- A) The Bode Platform is an online marketplace that enables registered users ("Account Holders") to advertise their real estate property for sale on the Bode Platform ("Listings") and to communicate and transact directly with other Account Holders that are seeking to purchase real estate.
- B) The parties acknowledge that for the purpose of listing the Client property on any MLS system, website, or platform Bode is acting as ("Mere Posting Provider") and there is no full-service agency relationship created between Bode and the Customer as defined in the Real Estate Act. A ("Mere Posting") is a listing on a Member Board's MLS® System where the member has chosen or agreed not to provide services to the seller other than to submit the listing for posting on MLS®.
- C) This Agreement applies to any property listed on the Bode Platform and each listing is deemed to create a new agreement between the Client and Bode. Any reference to Client in this agreement refers to a single individual if only one person or entity is on the property title or two or more individuals or entities if they appear on the property title.

### 1. SCOPE

1.1 The Seller has hereby contracted with Bode Platform Inc. (The "Broker") for the sole service of the Broker to post information about the property for sale onto the Broker's local real estate board's Multiple Listing Service® system and other websites associated with the MLS® System such as REALTOR.ca on the terms and conditions set out in this agreement (the "Mere Posting"). The following provisions shall supersede and override any provisions contained in the Multiple Listing Contract to which the "Schedule A" is attached.

#### 1.2 Listing Terms Specific to Bode's Independent Homeowner Service:

1.2.1 This Agreement shall commence on the date the listing for the Property is approved by Bode and end at midnight 90 days thereafter; provided however, that this Agreement shall terminate prior to 90 days in the event that:

- 1.2.1.1 the property is sold;
- 1.2.1.2 the Client is in material breach of this Agreement and fails to correct such breach within Seven (7) days' notice of such breach from the other party; or
- 1.2.1.3 the parties mutually agree in writing to terminate the Agreement.

1.2.2 This agreement will automatically extend for an additional 90 days for Client convenience with notification to the customer in advance. The second and any subsequent 90 day term will maintain all terms as described herein. Following fulfillment of the first 90 day-term, the Client may terminate the Agreement without any penalty.

#### 1.3 Listing terms specific to Bode New Home Builder Subscription Service replace any other references to listing duration in this agreement:

1.3.1. This Agreement shall commence on the date the listing for the Property is approved by Bode and end at midnight 365 days thereafter; provided however, that this Agreement shall terminate prior to 365 days in the event that:

- 1.3.1.1 the property is sold;
- 1.3.1.2 the Client is in material breach of this Agreement and fails to correct such breach within Seven (7) days' notice of such breach from the other party; or
- 1.3.1.3 the Client notifies Bode of their intention to terminate the listing

### 2. BODE SERVICES

#### 2.1 Bode shall for the term of this Agreement or until the property is sold:

- 2.1.1 list the property on leading listing exposure websites which may include but are not limited to Realtor.ca™, Kijiji™, Zillow™ and Facebook™ (collectively the "Listing Services") marketplace with the purpose of the enablement of the successful sale of the listed property;
- 2.1.2 provide access to important lead information to provide applicable data for market feedback to support and refine Client selling strategies;
- 2.1.3 provide access to the Bode scheduling tool for the purposes of scheduling showings and use of other home services;
- 2.1.4 provide market data at the request of the Client for pricing consideration;
- 2.1.5 provide access to the Bode negotiation tool for the receipt of offers from interested buyers moving towards close of sale;
- 2.1.6 hold money we receive in trust, consistent with applicable laws for brokerages in British Columbia;
- 2.1.7 provide appropriate legal agreements through the selling process for further handling with their selected lawyers to finalize the sale.

#### 2.2 As mere posting provider, and in accordance with CREA's requirements regarding Mere Postings, Bode:

- 2.2.1 will not give confidential advice to the Client or a buyer;
- 2.2.2 will not act in a way that requires the use of judgment or discretion on which the Client can rely;
- 2.2.3 will not communicate with third-parties on behalf of the Client; and
- 2.2.4 will not negotiate on behalf of the Client.







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Contract Number

## ADDENDUM (For adding contract terms)

### 3. CLIENT OBLIGATIONS

- 3.1 The Client shall for the term of this Agreement or until the property is sold:
- 3.1.1 maintain insurance on the property and its contents against loss or damage due to causes normally insured against for similar properties;
  - 3.1.2 communicate with Bode in a timely manner; and
  - 3.1.3 advise Bode if a binding contract for the sale of the property is entered into during the term of the Agreement whether or not is entered into using the Bode platform;
  - 3.1.4 report any change in listing status within one (1) business day.
- 3.2 The Seller acknowledges that the Broker has strict reporting obligations to the Broker's local real estate board for changes in the status of the Property for sale. This includes the obligation of the Broker to report:
- 3.2.1 Any offer that is accepted, conditional or firm, names of buyers and sellers, buyer's agents name and brokerage name, and selling price
  - 3.2.2 Any change in offer status such as conditions being waived or offer is terminated
  - 3.2.3 Any change in the closing date or selling price
- 3.3 Within 24 hours of the occurrence of one of the above events, the Seller shall forward to Bode the information required. In addition, the Seller shall provide to Bode at the same time the relevant documents
- 3.4 The Seller acknowledges that the failure of the Seller to provide the information required in the time frame stipulated above could result in the Company facing fines or sanctions from various regulatory bodies. The Seller specifically agrees to indemnify and hold harmless the Company and Broker from damages that they suffer or costs that they incur because of the Seller's non-compliance with its reporting obligations. The Seller hereby acknowledges that any fine incurred by the Brokerage due to the Seller's failure to report any status change will result in an administrative penalty of \$500.00, payable by the Seller.

### 4. CLIENT REPRESENTATIONS AND WARRANTIES

- 4.1 The Client represents and warrants that:
- 4.1.1 it has the authority to sell the property as described, including all attached and unattached goods as applicable and if spousal consent is required it has been obtained;
  - 4.1.2 there are no rights of others to the property;
  - 4.1.3 the property and any buildings and improvements thereon comply with all municipal bylaws;
  - 4.1.4 all buildings and improvements on the property are entirely within the boundaries of the property and do not lie on any neighbouring lands, right-of-way or easement unless referenced on the title to the property;
  - 4.1.5 it has had the opportunity to obtain independent legal advice in relation to the entering into of this Agreement, and regarding the sale of the property and the obligations of the Client to disclose to buyers any issues related to defects, governmental notices and permit issues; and
  - 4.1.6 the Client is not a non-resident of Canada under the Income Tax Act (Canada).

### 5. BODE FEES

- 5.1 Bode's fee is equal to One Percent (1%) of the final sale price for the Client's property, up to a maximum of \$10,000 plus applicable Goods and Services Tax.
- 5.2 The fee set out above shall be payable to Bode if at any time during the term of this Agreement the Client enters into a binding contract for the sale of the property, regardless of whether the buyer was introduced to you through the Bode platform or not, and regardless of when the sale completes.
- 5.3 The fee set out above shall be payable to Bode if within Thirty (30) days after the termination of this Agreement the Client enters into a binding contract for the sale of the property with a person or party introduced to the Client by Bode or through the Bode Platform.
- 5.4 The Client authorizes Bode to pay the fee directly from any deposit funds held by Bode pursuant to this Agreement or pursuant to the contract for the sale of the property, and if any deposit is not sufficient to pay Bode's fee the Client shall instruct their lawyer to deduct from the proceeds of sale an amount sufficient to pay the remaining balance of the fee.

### 6. PERSONAL INFORMATION

- 6.1 In order to access and use the Bode Platform, you will be required to register with us and set up an authorized account using your email address and a password (your "Account"). The email address you provide will be your email address, and you are solely responsible for maintaining the confidentiality of your password. You are solely responsible for all activities that occur under your Account, and therefore, you should protect your password at all times.
- 6.2 The Client expressly provides consent to Bode to collect, use, maintain and disclose any and all personal information of the Client for all purposes and uses related to this Agreement and the sale of the property, both during the term of this Agreement and after.
- 6.3 The Client acknowledges that Bode may disclose information regarding the Client and the property in any manner that Bode deems necessary to list and effectively market the property for sale.





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Contract Number

## ADDENDUM

(For adding contract terms)

### 7. ADDITIONAL TERMS

7.1 The Recitals form part of this Agreement.

7.2 As the provider of the Bode Platform, Bode does not own, create, sell, resell, provide, control, manage, offer, deliver, or supply any Listings, other than to simply allow posting of the Listings on the Bode Platform. Clients alone are responsible for the creation of their Listings. When Account Holders negotiate a contract to transfer ownership of a home, they are entering into a contract directly with each other. Bode is not and does not become a party to or other participant in any contractual relationship between Account Holders or any other persons or parties.

7.3 Bode has no control over and does not guarantee:

- 7.3.1 the existence, quality, safety, suitability, or legality of any Listings Services;
- 7.3.2 the truth or accuracy of any, ratings, reviews, or other content on the Bode Platform; or
- 7.3.3 the performance or conduct of any Account Holder or third-party.

7.4 Bode does not endorse any Account Holder or Listing Service. Any references to an Account Holder being "verified" (or similar language) only indicates that the Account Holder has completed a relevant verification or identification process and nothing else. Any such description is not an endorsement, certification or guarantee by Bode about any Account Holder, including of the Account Holder's identity or background or whether the Account Holder is trustworthy, safe or suitable. You should always exercise due diligence and care when deciding whether to view a home or communicate and interact with other Account Holders, whether online or in person.

7.5 If you choose to use the Bode Platform as a seller or Client, your relationship with Bode is limited to a client relationship and not that of an employee, agent, joint venturer or partner of Bode for any reason, and you act exclusively on your own behalf and for your own benefit, and not on behalf, or for the benefit, of Bode. Bode does not, and shall not be deemed to, direct or control you generally or in your performance under these terms specifically. You acknowledge and agree that you have complete discretion whether to list on the Bode Platform. To promote the Bode Platform and to increase the exposure of Listings to potential Buyers, Listings and other account content may be displayed on other websites, in applications, within emails, and in online and offline advertisements. To assist Account Holders who speak different languages, Listings and other account content may be translated, in whole or in part, into other languages. Bode cannot guarantee the accuracy or quality of such translations and Account Holders are responsible for reviewing and verifying the accuracy of such translations. The Bode Platform may contain translations powered by Google™. Google™ disclaims all warranties related to the translations, express or implied, including any warranties of accuracy, reliability, and any implied warranties for merchantability, fitness for a particular purpose and non-infringement.

7.6 The Bode Platform may contain links to third-party websites or resources ("Third-Party Services"). Such Third-Party Services may be subject to different terms and conditions and privacy practices. Bode is not responsible or liable for the availability or accuracy of such Third-Party Services, or the content, products, or services available from such Third-Party Services. Links to such Third-Party Services are not an endorsement by Bode of such Third-Party Services.

7.7 Due to the nature of the Internet, Bode cannot guarantee the continuous and uninterrupted availability and accessibility of the Bode Platform. Bode may restrict the availability of the Bode Platform or certain areas or features thereof, if this is necessary in view of capacity limits, the security or integrity of our servers, or to carry out maintenance measures that ensure the proper or improved functioning of the Bode Platform. Bode may improve, enhance and modify the Bode Platform and introduce new Bode Services from time to time.

7.8 If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part of a provision and the remaining part of such provision and all other provisions shall continue in full force and effect.

7.9 The waiver by either party of any breach of any term, covenant or condition is not to be deemed to be a waiver of that term, covenant or condition or of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant or condition of this Agreement is deemed to be waived by either party unless the waiver is in writing and properly executed by the party granting the waiver.

7.10 The Agreement comprises the entire agreement between the Parties and supersedes all previous representations, warranties, dealings, agreements, understandings and expectations of the parties regarding the subject matter of the Agreement.

7.11 As part of this agreement you acknowledge that you have read the Consumer Relationship Guide outlined in Appendix B, discussed it with the real estate professional, and got satisfactory answers to your questions. You also acknowledge that you will be asked to sign documents about the type of relationship you choose with your real estate professional.

7.12 The Seller confirms that they wish the Brokerage to reveal the Property address and to map the property for internet display. The Seller understands that displaying this information poses inherent risks. These risks are inherent in both occupied and vacant properties. By signing this agreement, the Seller promises to "hold harmless" the brokerage of any claims arising from any unauthorized or illicit use of the displayed property information.

**7.13 UNDER NO CIRCUMSTANCES WILL BODE BE LIABLE TO THE CLIENT FOR ANY DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES INCURRED OR CLAIMED BY ANY CLIENT OR USER OF THE BODE PLATFORM.**

7.14 The seller agrees to pay the cooperating commission amount offered in the MLS listing advertisement, unless another agreement was made with the buyer's agent in writing in the fee agreement or purchase contract. Bode is not liable to pay the cooperating commission on the seller's behalf in any circumstances.



# Consumer Relationships Guide

Real estate professionals have a regulatory requirement to present and discuss this Guide with you.

## Understanding the legal relationship with your real estate professional

Buying or selling a property is probably one of the most important financial decisions you'll make. This Guide explains the different relationships you can have with a real estate professional. Each has its own legal meaning and responsibilities, so it's important to understand them. A real estate professional must give you this Guide and discuss it with you.

## What this Guide explains

There are three kinds of relationships you can have with a real estate professional.

1. A real estate brokerage\* can act as your agent. This is called a common law agency relationship and it includes all brokerage real estate professionals and staff.
2. An individual real estate professional can act as your agent. This is called a designated agency relationship.
3. You can be a customer to a real estate professional.

The Guide also explains what happens when the buyer and seller have the same agent.

\*A brokerage is the organization your industry professional works for.

## Choosing to have an agent (also called an agency relationship)

An agent is someone who acts on your behalf with your permission. If the agent is an individual, the agency relationship is between the individual and you. If the agent is a brokerage, the agency relationship is between the brokerage and you. When you appoint an agent, you'll be asked to sign a written agreement that explains both the agent's responsibilities and yours.

## An agent's responsibilities to you

A sole agent acts for either the buyer or the seller in a trade or possible trade, and has a duty to protect that client's interests. In this relationship, the real estate professional has the highest level of legal responsibility to you. These responsibilities include:

1. **Undivided loyalty** The agent must act only in your best interests and put them above their own and those of other people. The agent must avoid conflicts of interest and must protect your negotiating position at all times.
2. **Confidentiality** The agent must keep information confidential, even after your relationship ends. Confidential information includes your personal information, information about the property, and information about the transaction (except information the law says must be disclosed or information you agree to disclose).
3. **Full disclosure** The agent must tell you, in writing, about the services they will provide. They must also tell you everything they know that might affect your relationship or influence your decision in a transaction, even if they don't think it's important. This includes any conflicts of interest, for example when they act (or are planning to act) on behalf of any other person in a transaction. The only information they can't give you is confidential information from another agency relationship.
4. **Obedience** The agent must obey all your lawful, reasonable, and ordinary instructions. If you insist on something unlawful, the agent must refuse and consider ending your relationship and the agreement.
5. **Reasonable care and skill** The agent must exercise reasonable care and skill in all their duties. They must meet the standard of a reasonable and competent member of the real estate industry.
6. **Full accounting** The agent must account for all money and property they receive while acting on your behalf. Everything a client puts in the care of an agent—for example, money, keys, or documents—is returned when the agreement ends.

## Your responsibilities to the agent

You must:

- give the agent any information or facts that could affect the transaction or their ability to act as your agent.
- pay the fees you've agreed to pay your agent. Your written agreement will list these fees.
- pay the agent's expenses as outlined in your agreement.

## Consumer Relationships Guide

### Having a customer relationship with your real estate professional

You can choose to represent yourself in a purchase or sale when a real estate professional represents the other party. In this case, you have a customer relationship with the real estate professional. They can't give you the services they give when acting as your agent, but they can help make the purchase or sale happen. For example, they may agree to give you statistics or the names of appraisers, mortgage brokers, or other service providers. They may also help you complete standard forms. When a real estate professional works with you as a customer, they have a responsibility to act honestly, use reasonable care and skill, and make sure any information they give is correct.

### Conflicts of interest—what happens when the same agent represents the buyer and seller

In some cases, the same real estate professional or brokerage represents both the buyer and the seller. The people involved can decide to handle this several ways:

1. Either the buyer or the seller can get a different agent.
2. The buyer or the seller can stay with the same real estate professional, but in a customer relationship. The professional can give information and help without acting as an agent. See Having a customer relationship with your real estate professional.
3. The agent can help facilitate the transaction, without acting in the interest of either side. This means the professional has reduced agency responsibilities to the buyer and seller. All parties must understand and agree to this change of relationship in writing, before either side presents or accepts the initial offer on the property.

### Working on the transaction, not for one side or the other

When the agent facilitates the transaction, their responsibilities are to:

- be impartial in dealing with both sides
- not give confidential advice, support only one side, or use judgment or discretion that benefits one side over the other
- give both sides real estate statistics and information, including comparable property information from listing services and local databases
- give you agreements of purchase and sale, lease, and other relevant documents, according to your instructions
- promptly give you all offers and counter-offers to and from the other side, even if there is already a contract to buy or sell the property
- pass on all information to you that the other side wants you to know
- keep you informed of progress
- do anything else to serve both sides, as long as the agreement with each side allows it

### Making an informed choice about your relationships

Your real estate professional must explain the responsibilities and limits of these relationships to you. To review:

- A real estate brokerage can act as your agent.
- An individual real estate professional can act as your agent.
- You can be a customer to a real estate professional.
- In a conflict of interest when the buyer and seller have the same agent, a real estate professional can facilitate a transaction between two sides with their permission.

**The Real Estate Council of Alberta**  
is the standards-setting, governing body for  
real estate, mortgage brokerage, property  
management and real estate appraisal  
professionals.

**Real Estate Council of Alberta**  
202, 1506 11 Ave SW  
Calgary, AB T3C 0M9  
1 (888) 425-2754  
info@reca.ca  
www.reca.ca

### Signing that you've read and understood this Guide

I/we acknowledge I/we have read the Guide, discussed it with the real estate professional, and got satisfactory answers to my/our questions. I/we know I/we will be asked to sign documents about the type of relationship I/we choose with my/our real estate professional(s).

Bode Platform Inc.  
1709 21 Ave SW  
Calgary AB T2T 0N2  
finance@bodecanada.com  
Business Number 791556731 RT0001

**bode**

## INVOICE

**BILL TO**  
Art Price

**INVOICE #** B00768  
**DATE** 02/25/2025  
**DUE DATE** 04/03/2025  
**TERMS** Net 30

DATE	ACTIVITY	DESCRIPTION	TAX	QTY	RATE	AMOUNT
	Service Fee	For sale of: SW-16-27-16- W4, Dorothy	GST	1	3,000.00	3,000.00

Please make cheques payable to Bode Platform Inc.

SUBTOTAL	3,000.00
GST @ 5%	150.00
TOTAL	3,150.00
BALANCE DUE	<b>\$3,150.00</b>

### TAX SUMMARY

	RATE	TAX	NET
GST @ 5%		150.00	3,000.00

## Conveyancer's Instruction Report

Listing Office: Bode Canada, 15268859

**Seller:** Sunterra Farms Ltd.  
**Seller's Lawyer:** Evann Neumann, Deeded  
4620 Manilla Rd SE, Calgary, AB T2G 4B7  
Phone: 855-456-4335 Email: marta@deeded.ca

**Buyer:** Evan Hegedys, Douglas Price  
**Buyer's Lawyer:** Mitchell Barry, Barry & James LLP  
205 Main Street, P.O. Box 1234, Three Hills, AB T0M 2A0  
Phone: 403-443-2200 Email: mbarry@barryjameslaw.ca

**Property:** SW-16-27-16-W4, Dorothy, AB T0M 0A0  
**Legal Unit:** Quarter: SW Section: 16 Township: 27 Range: 16 Meridian: 4  
**Sale Price:** \$300,000.00  
**Possession Date:** March 31, 2025

### Commissions

**Listing Commission:** 1% of the final sale price plus GST  
**Listing Commission:** \$3,000.00  
**GST:** \$150.00 **Total: \$3,150.00**

**Selling Commission:** N/A  
**Selling Commission:** \$0.00  
**GST:** \$0.00 **Total: \$0.00**

**Total Commission:** \$3,000.00  
**GST:** \$150.00 **Total: \$3,150.00**

**Trust Balance Held at Bode:** \$10,000.00

**Excess Funds:** \$6,850.00

**Listing Agent:** Jeff Jackson

**Listing Brokerage:** Bode Canada, 1709 21 AVE SW, Calgary AB T2M 3Y7 Phone: (403) 464-5333

**Selling Agent:** N/A, Buyer is Self-Represented

**Selling Brokerage:** N/A, Buyer is Self-Represented



Contract Number \_\_\_\_\_

# AGRICULTURAL PURCHASE CONTRACT

Between

THE SELLER

and

THE BUYER

Name SUNTERRA FARMS LTD.Name Evan Hegedys

Name \_\_\_\_\_

Name Douglas Price

## 1. THE PROPERTY

1.1 The Property is:

(a) the land located in the (County or MD): \_\_\_\_\_

Municipal Address: SW-16-27-16-W4 Dorothy, AB, T0M0A0

Legal description(s) as set out below or on the Land Description Schedule, selected as attached in clause 9.1

LINC Number	Title Number	W. of (Meridian)	Range	Township	Section	Quarter Section	Part	Hectares (more or less)	Acres (more or less)
0019603753	971 313 004 +3	4	16	27	16	SW		64.7	160

Excepting thereout all mines and minerals unless otherwise stated \_\_\_\_\_

(the "Lands");

(b) all buildings and other improvements on the Lands (the "Buildings");

(c) these unattached goods: \_\_\_\_\_

(d) the attached goods except for: \_\_\_\_\_

(e) the following tenancies where the seller is the landlord and the buyer is assuming these leases ("Accepted Tenancies"), or as described in the schedules selected as attached in clause 9.1: \_\_\_\_\_

## 2. PURCHASE PRICE AND COMPLETION DAY

2.1 The purchase price is \$300,000.00 \_\_\_\_\_ plus GST (the "Purchase Price").

2.2 With respect to GST payable if the buyer is:

- (a) not a GST registrant under the *Excise Tax Act* (Canada), then the buyer shall remit the applicable GST to the seller's lawyer on or before the Completion Day. The seller shall remit the GST to the Receiver General as required by law, and will indemnify and save the buyer harmless from and against all costs and expenses (including legal fees on a solicitor/client full indemnity basis) that the buyer may incur or become subject to as a result of the seller's failure to remit GST pursuant to this clause; or
- (b) a GST registrant under the *Excise Tax Act* (Canada), then the buyer will provide the seller with proof and details of the buyer's GST registration before the Completion Day. The buyer will assume the liability for all GST payable pursuant to the *Excise Tax Act* (Canada) accruing in respect of this transaction and will indemnify and save the seller harmless from and against all costs and expenses (including legal fees on a solicitor/client full indemnity basis) that the seller may incur or become subject to as a result of the buyer failing to comply with its obligations pursuant to this clause.

2.3 This contract will be completed, the Purchase Price fully paid, and vacant possession given to the buyer at 12 noon on March 31, 2025 (the "Completion Day"), subject to the rights of the tenants in the Accepted Tenancies, if any. All harvested crops remain the property of the seller and will be removed by the 31 day of March, 2025, and all unharvested crops by the 31 day of March, 2025, after which time the crops or any part thereof not removed shall become the absolute property of the buyer.

2.4 After the date that acceptance of this contract is communicated, the seller shall not make any changes to any of the leases pertaining to the Accepted Tenancies without the buyer's consent in writing.

AREA@9\_2024Aug

Seller's Initials AREABuyer's Initials EH DP

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Agricultural Purchase Contract

Contract Number

- 2.5 The seller represents and warrants that on the Completion Day, the Property will be in substantially the same condition as when this contract was accepted and the attached and unattached goods will be in normal working order.

### 3. GENERAL TERMS

- 3.1 In fulfilling this contract, the seller and buyer agree to act reasonably and in good faith and agree that:
- (a) unless the seller, buyer or both have agreed to alternate representation, the seller and buyer are each represented by their own sole agent and those agents have no agency responsibility to the other party;
  - (b) the laws of Alberta apply to this contract;
  - (c) Alberta time applies to this contract. Time is of the essence, which means times and dates will be strictly followed and enforced;
  - (d) Business Day means every day but Saturday, Sunday, and statutory holidays, and includes all the hours of the day;
  - (e) a reference to the seller or buyer includes singular, plural, masculine, feminine or an entity like a corporation;
  - (f) the seller will disclose known Material Latent Defects. Material Latent Defects means a defect in the Property that is not discoverable through a reasonable inspection and that will affect the use or value of the Property;
  - (g) the seller and buyer are each responsible for completing their own due diligence and will assume all risks if they do not;
  - (h) the seller will ensure the seller's representations and warranties are true by:
    - (i) reviewing documents such as land title, registrations on title, leases, and contracts;
    - (ii) determining non-resident status for income tax purposes and determining any dower rights;
    - (iii) determining whether or not GST is payable for the sale of the Property;
    - (iv) conducting due diligence searches, such as litigation and personal property security registry searches; and
    - (v) doing other needed research;
  - (i) the buyer will ensure the buyer's representations and warranties are true by determining its ability to purchase land under the *Foreign Ownership of Land Regulations* (Alberta);
  - (j) the buyer may get independent inspections or advice on items such as land title, registrations on title, current and future use including agricultural use, Buildings and mechanical systems, property insurance, title insurance, applicability of GST, size of the Lands and Buildings, interior and exterior measurements, leases, current tenancy statements, pertaining to Accepted Tenancies, registrations affecting the unattached goods and attached goods, the seller's representations and warranties included in the attached Agricultural Purchase Contract Property Schedule, and other items important to the buyer;
  - (k) contract changes that are agreed to in writing will supersede the pre-printed clauses;
  - (l) the seller and buyer will read this contract and seek relevant advice before signing it;
  - (m) the brokerages, real estate board and listing services may collect, maintain, disclose, and publish relevant information about this transaction, including the unconditional sale price and date of sale of the Property, for reporting, statistical, property evaluation and closing purposes; and
  - (n) the \_\_\_\_\_ **seller's** \_\_\_\_\_ (seller's or buyer's) brokerage will provide this contract and related documents to the appointed lawyers for the purpose of closing this contract.

### 4. DEPOSITS

- 4.1 The seller and buyer agree that clauses 4.2 through 4.9 are the terms of trust for the Deposits. "Deposits" means the amounts payable under clauses 4.3 and 4.4, and "Deposit" means either of them.
- 4.2 The seller and buyer appoint **Bode Platform Inc.** as trustee (the "Trustee") for the Deposits.
- 4.3 The buyer will pay a deposit of \$ **10,000.00**, which will form part of the Purchase Price, to the Trustee by **Wire Transfer or EFT** (method of payment) on or before **02/24/2025**.
- 4.4 The buyer will pay an additional deposit of \$ \_\_\_\_\_, which will form part of the Purchase Price, to the Trustee by \_\_\_\_\_ (method of payment) on or before \_\_\_\_\_.
- 4.5 If the buyer fails to pay a Deposit as required by this contract, the seller may void this contract at the seller's option by giving the buyer written notice. The seller's option expires whenever the seller accepts a deposit, even if late.
- 4.6 The Trustee will deposit the Deposits into a trust account within three Business Days of receipt.
- 4.7 Interest on the Deposits will not be paid to the seller or buyer.
- 4.8 The Deposits will be held in trust for both the seller and buyer. Provided funds are confirmed, the Deposits will be disbursed, without prior notice, as follows:
- (a) to the buyer, if after this contract is accepted:
    - (i) a condition is not satisfied or waived in accordance with clause 8.4;
    - (ii) the buyer voids this contract for the seller's failure to provide a Dower Consent and Acknowledgement form in accordance with subclause 7.1(b);
    - (iii) the seller voids this contract for the buyer's failure to pay an additional deposit in the case where an initial deposit has been paid by the buyer; or
    - (iv) the seller fails to perform this contract;
  - (b) to the seller, if this contract is accepted and all conditions are satisfied or waived, and the buyer fails to perform this contract; or

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Seller's Initials

Buyer's Initials

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- (c) applied against the Fee owed by the seller by payment directly out of trust to the brokerage(s), with any excess amount paid in trust to the seller's lawyer no later than three Business Days prior to the Completion Day. "Fee" means the amount, plus GST, owed to a real estate brokerage under a written service agreement.
  - (d) If the seller or buyer fails or refuses to complete this contract, the other party may seek all remedies, such as claims for deposits and damages, and reasonable costs including legal fees and disbursements on a solicitor/client full indemnity basis.
- 4.9 The disbursement of Deposits, as agreed to in this clause, will not prevent the seller or buyer from pursuing remedies in clause 12.

## 5. LAND TITLE

- 5.1 Title to the Property will be free of all encumbrances, liens and interests except for:
- (a) those implied by law;
  - (b) non-financial obligations now on titles, such as easements, utility rights-of-way, covenants and conditions that are normally found registered against of this nature; and
  - (c) the following encumbrances that the buyer agrees to accept:  
021173979  
191236582  
201163768

## 6. REPRESENTATIONS AND WARRANTIES

- 6.1 The seller represents and warrants to the buyer that:
- (a) the seller has the legal right to sell the Property;
  - (b) the seller is not now nor will it be on the Completion Day a non-resident for the purposes of the *Income Tax Act* (Canada), nor an agent or a trustee for any person with an interest in the Property who is a non-resident of Canada;
  - (c) no one else has a legal right to the included attached and unattached goods;
  - (d) the current use of the Lands and Buildings complies with the existing municipal land use bylaw and any restrictive covenant on title;
  - (e) the location of the Buildings and land improvements:
    - (i) are on the Lands and not on any easement, right-of-way or neighbouring lands unless there is a registered agreement on title or, in the case of an encroachment into municipal lands or a municipal easement or right-of-way, the municipality has approved the encroachment in writing;
    - (ii) complies with any restrictive covenant on title, and municipal bylaws, regulations and relaxations, or the Buildings and improvements are "non-conforming buildings" as defined in the *Municipal Government Act* (Alberta);
  - (f) known Material Latent Defects, if any, have been disclosed in writing in this contract;
  - (g) any government and local authority notices regarding the Property, lack of permits for any development on the Property, or notices regarding any environmental conditions or problems known to the seller have been disclosed in writing in this contract;
  - (h) there is no legal action outstanding with respect to the Property;
  - (i) the Property is in compliance with all applicable environmental laws;
  - (j) the seller is not in breach of any contract with respect to the Property which gives rise to an interest in land, including but not limited to, any leases related to Accepted Tenancies;
  - (k) any leases pertaining to the Accepted Tenancies are valid and in good standing;
  - (l) the seller is not in breach of any obligation to any third party with respect to the Property which gives rise to an interest in land;
  - (m) any on-site sewage systems serving the Property:
    - (i) are wholly within the limits of the Property;
    - (ii) have received the required certificates of installation and approval pursuant to the *Environmental Protection and Enhancement Act* (Alberta) (the "EPEA") and have been constructed according to those certificates of installation and approvals, or have the required certificates of installation and approval from the local municipality;
    - (iii) have received all required use permits under the EPEA or have the required use permits under the local municipality; and
    - (iv) have been properly used and regularly maintained and will be in good working order on the Completion Day; and
  - (n) the seller has disclosed to the buyer all knowledge and information it has regarding all wells, water sources, and water rights pertaining to the Property in writing in this contract.
- 6.2 The buyer represents and warrants to the seller that the buyer is eligible to purchase "controlled land" as defined in the *Foreign Ownership of Land Regulations* (Alberta);
- 6.3 The representations and warranties in this contract including any attached Schedules:
- (a) are made as of, and will be true at, the Completion Day; and

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Seller's Initials

Buyer's Initials

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- (b) will survive completion and may be enforced after the Completion Day as long as any legal action is commenced within the time limits set by the *Limitations Act* (Alberta).

## 7. DOWER

- 7.1 The seller represents and warrants to the buyer that no spouse has dower rights in the Property. Otherwise, if dower rights do apply, the seller will:
- (a) have the non-owner spouse sign this contract; and
  - (b) provide a completed Dower Consent and Acknowledgment form to be attached to and form part of this contract on or before \_\_\_\_\_, 20\_\_\_\_. If the seller fails to provide the completed Dower Consent and Acknowledgment form by the agreed date, the buyer may void this contract at the buyer's option by giving the seller written notice. The buyer's option expires when the seller delivers the Dower Consent and Acknowledgment form, even if delivered late.

## 8. CONDITIONS

- 8.1 The seller and buyer will:
- (a) act reasonably and in good faith in trying to satisfy their own conditions, including making reasonable efforts to fulfill them, and
  - (b) pay for any costs related to their own conditions.
  - (c) agree that the buyer may retain consultants to conduct inspections, reviews and tests on the Property and may enter upon the Property for the purpose of conducting its investigations about the state of the Property, subject to the following:
    - (i) the rights of any tenants;
    - (ii) the buyer shall not carry out any destructive or physically invasive testing, except with the prior written consent of the seller and shall repair all damage resulting from its investigations;
    - (iii) the buyer shall obtain the seller's prior consent as to the timing and length of any inspections;
    - (iv) in conducting its investigations, the buyer shall use commercially reasonable efforts to minimize disruption of the current use of the Property; and
    - (v) the buyer shall indemnify and save the seller harmless from all claims, damages, losses or liabilities of any kind (including legal fees on a solicitor/client full indemnity basis) resulting from the buyer's investigations upon the Property; and
  - (d) agree that the seller will provide the buyer with such written authorizations and other assistance when reasonably required by the buyer to facilitate the buyer's inspections, reviews and tests, to satisfy its conditions.
  - (e) obtain professional advice with respect to GST applicable to the transaction.

## 8.2 Buyer's Conditions

The buyer's conditions are for the benefit of the buyer and are:

- (a) **Financing**  
This contract is subject to the buyer securing new financing from a lender of the buyer's choice and with terms satisfactory to the buyer, before \_\_\_\_\_ m. on \_\_\_\_\_, 20\_\_\_\_. The seller will cooperate by providing access to the Property on reasonable terms.
- (b) **Property Inspection**  
This contract is subject to the buyer's satisfaction with an inspection of the improvements on the Property, conducted by a licensed inspector, before \_\_\_\_\_ m. on \_\_\_\_\_, 20\_\_\_\_. The seller will cooperate by providing access to the Property on reasonable terms.
- (c) **Sale of Buyer's Property**  
This contract is subject to the sale of the buyer's property before \_\_\_\_\_ m. on \_\_\_\_\_, 20\_\_\_\_, on the terms in the attached Sale of Buyer's Property Schedule.
- (d) **Water**  
This contract is subject to the buyer's satisfaction with the source and the flow rate of the water supply and a review of well and water reports prepared by an inspector of the buyer's choice, before \_\_\_\_\_ m. on \_\_\_\_\_, 20\_\_\_\_. The seller will cooperate by providing access to the Property on reasonable terms.
- (e) **On-site Sewage System**  
This contract is subject to the buyer's satisfaction with a review of the on-site sewage system inspection, prepared by an inspector of the buyer's choice, before \_\_\_\_\_ m. on \_\_\_\_\_, 20\_\_\_\_. The seller will cooperate by providing access to the Property on reasonable terms.
- (f) **Agricultural Purchase Contract Property Schedule**  
This contract is subject to the buyer's satisfaction with the information provided by the seller in the attached Agricultural Purchase Contract Property Schedule, before \_\_\_\_\_ m. on \_\_\_\_\_, 20\_\_\_\_.
- (g) **Subdivision Plan**  
This contract is subject to the buyer's satisfaction with a review of a subdivision plan for the Property before \_\_\_\_\_ m. on \_\_\_\_\_, 20\_\_\_\_. The seller will cooperate by providing a true copy of the subdivision plan.





Agricultural Purchase Contract

Contract Number

**(h) Due Diligence**

- (i) Within \_\_\_\_\_ Business Days after the date that acceptance of this contract is communicated, the seller will provide to the buyer true copies of all agreements, documents, reports and other materials respecting the Property that are in the possession or control of the seller (the "Disclosure Documents"), including but not limited to: copies of Permitted Encumbrances, copies of leases for the Accepted Tenancies, environmental reports, operating information, surveyors plans and reports, real property reports, permits, verification of GST payable, and

- (ii) The buyer will keep all Disclosure Documents and information obtained from the seller in strict confidence and will only make such information available to the buyer's employees, agents and professional advisors on a need to know basis. Should this transaction not be completed, the buyer will return the Disclosure Documents including all copies to the seller immediately.

- (iii) This contract is subject to the buyer's satisfaction with the results of its review of the Disclosure Documents and its inspections of the Property, before \_\_\_\_\_ m. on \_\_\_\_\_, 20\_\_\_\_\_.

**(i) Additional Buyer's Conditions**

before \_\_\_\_\_ m. on \_\_\_\_\_, 20\_\_\_\_\_.

**8.3 Seller's Conditions**

The seller's conditions are for the benefit of the seller and are:

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before \_\_\_\_\_ m. on \_\_\_\_\_, 20\_\_\_\_\_.

**8.4 Each party will give the other written notice that:**

- (a) a condition is unilaterally waived or satisfied on or before the date upon which it expires. If not, this contract will end after the time indicated for that condition; or
- (b) a condition will not be waived or satisfied prior to the date upon which it expires. This contract will end upon that notice being given.

**9. ATTACHMENTS AND ADDITIONAL TERMS****9.1 The selected documents are attached to and form part of this contract:**

- ☐ Land Description Schedule
- ☒ Certificate(s) of Title for the Lands
- ☐ Financing Schedule (Seller Financing, Mortgage Assumption, Other Value)
- ☐ Sale of Buyer's Property Schedule
- ☐ Surface Leases and Income Schedule
- ☐ Grazing Leases and Permits Schedule
- ☐ Property Leases Schedule
- ☐ Residential Leases Schedule
- ☐ Water and Irrigation Rights Schedule
- ☒ Agricultural Purchase Contract Property Schedule
- ☐ Manufactured Home Schedule
- ☐ Addendum
- ☐ Other

**This offer is contingent on purchasing this 1/4 and the adjoining 1/4.**

**Seller has option to complete Agricultural Purchase Contract Property Schedule at their discretion.**

Initial  
[Signature]

Seller's Initials

DS  
[Signature] DS  
[Signature]

Buyer's Initials

AREA@9\_2024Aug

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9.2 The parties agree that the following additional terms shall form a binding part of this contract:

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## 10. CLOSING PROCESS

### Closing Documents

10.1 As applicable, the closing documents will be:

- (a) transfer of land (the "Transfer") in registerable form;
- (b) statement of adjustments;
- (c) bill of sale for any unattached goods;
- (d) a signed acknowledgement for each of the Accepted Tenancies stating the lease is in good standing and that they have received notification of the sale (estoppel certificate) along with assignment of the leases;
- (e) GST indemnity certificate; and
- (f) such other closing documents reasonably requested by the seller's lawyer or the buyer's lawyer (the "Closing Documents").

### Closing Procedure

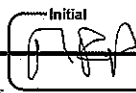
- 10.2 The seller or the seller's lawyer will deliver the Closing Documents to the buyer or buyer's lawyer upon reasonable trust conditions consistent with the terms of this contract, including delivery within a reasonable time before the Completion Day to allow for confirmation of registration of documents at the Land Titles Office, obtain the advance of mortgage proceeds, and verify of the transfer of other value items.
- 10.3 If a new mortgage is a condition of this contract, the seller agrees to trust conditions that allow the buyer's lawyer to register the Transfer so as to obtain the advance of mortgage funds on the new mortgage, provided however that the buyer's lawyer undertakes, accepts, and complies with reasonable trust conditions imposed by the seller's lawyer until the seller has been paid the total Purchase Price.

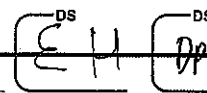
### Payments and Costs

- 10.4 The Purchase Price (other than Deposits) shall be paid by certified cheque, bank draft or solicitor's trust cheque.
- 10.5 All normal adjustments for the Property including but not limited to taxes, local improvement levies and assessments, municipal charges, rents, utilities, tenant deposits including interest, prepaid rent, surface leases (if any), and mortgage principal and interest that are applicable with respect to the Property will be the seller's responsibility for the entire Completion Day and thereafter assumed by the buyer.
- 10.6 The seller's lawyer may use the Purchase Price to pay and discharge all of the seller's financial obligations related to the Property. The seller's lawyer will provide the buyer's lawyer with evidence of all discharges including, where required, a certified copy of the certificate of title, within a reasonable time after the Completion Day.
- 10.7 If the seller has entered into a written service agreement with a real estate brokerage, the seller instructs the seller's lawyer to honour the terms of that agreement, including the Fee and other costs payable to the seller's brokerage.
- 10.8 The seller will have the right to register a seller's caveat against the title to the Property and the buyer shall have the right to register a buyer's caveat against the title to the Property, upon the date that acceptance of this contract is communicated.
- 10.9 The seller will pay the costs to prepare the Closing Documents, costs to end any existing tenancies that are not Accepted Tenancies and provide vacant possession to the buyer and costs to prepare, register and discharge any seller's caveat based on this contract.
- 10.10 The buyer will pay the costs to prepare, register and discharge any buyer's caveat based on this contract and to register the Transfer and mortgage, if applicable.

### Completion Day Delays

10.11 If the seller fails to deliver the Closing Documents in accordance with clause 10.2, then:

Initial  


DS DS  




Agricultural Purchase Contract

Contract Number

- (a) the buyer's payment of the Purchase Price and late interest will be delayed until the buyer or buyer's lawyer has received the Closing Documents and has a reasonable time to review and register them, obtain the advance of mortgage financing, and verify the transfer of other value items, as applicable; and
- (b) if the buyer is willing and able to close in accordance with this contract and wants to take possession of the Property, then the seller will give the buyer possession upon reasonable terms which will include the payment of late interest only on the amount of mortgage being obtained by the buyer at the interest rate of that mortgage.

10.12 If the seller has complied with clause 10.2, but the buyer is not able to close in accordance with this contract, then:

- (a) the seller may, but is not obligated to, accept late payment of the Purchase Price and give the buyer possession upon reasonable terms; and
- (b) if the seller agrees to accept late payment of the Purchase Price and, whether or not possession is granted, the buyer will pay late interest at the prime lending rate of the ATB Financial at the Completion Day plus 3% calculated daily from and including the Completion Day to (but excluding) the day the seller is paid in full. Payment received after 12 noon on any day will be payment as of the next Business Day.

#### 11. INSURANCE

11.1 The seller bears the risk of loss or damage to the Property until the Purchase Price is paid. If such loss or damage occurs before the Purchase Price is paid, any insurance proceeds will be held in trust for the seller and buyer based on their interests.

#### 12. REMEDIES

- 12.1 If the seller or buyer fails or refuses to complete this contract, the other party may seek all remedies, such as claims for Deposits and damages, and reasonable costs including legal fees and disbursements on a solicitor/client full indemnity basis.
- 12.2 On buyer default, if the seller must restore the Property title, enforce a lien against the Property or regain possession of the Property, the seller may seek all remedies, such as claims for damages, and all reasonable costs including legal fees and disbursements on a solicitor/client full indemnity basis.
- 12.3 The seller and the buyer agree that the Property is unique. On seller default, the buyer may make a claim for specific performance and other remedies.

#### 13. NOTICE AND DOCUMENTS

- 13.1 A notice under this contract means a written document, including notices required by this contract, and this contract when accepted.
- 13.2 A notice is effective at the time the document is delivered in person or sent by fax or email.
- 13.3 Giving notice means the document is transmitted by one of these methods, and regardless of the method, the notice document is recognized as an original document.
- 13.4 For documents that require a signature, an electronic signature, as defined in the Electronic Transactions Act (Alberta), or a digitized signature will have the same function as an ink signature.

#### 14. AUTHORIZATION

14.1 The seller and buyer may each authorize a representative to send and receive notices as described above. Once authorized, notices will be effective upon being delivered in person, or sent by fax or email to the authorized representative.

The seller authorizes:

**Seller's Brokerage:**

Name: Bode Platform Inc.

Address: \_\_\_\_\_

**Brokerage Representative:**

Name: Jeff Jackson

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: info@bodecanada.com

The buyer authorizes:

**Buyer's Brokerage:**

Name: N/A

Address: \_\_\_\_\_

**Brokerage Representative:**

Name: N/A

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Initial  
[Signature]

DS  
[Signature] DS  
[Signature]





Agricultural Purchase Contract

Contract Number \_\_\_\_\_

14.2 If the seller or the buyer does not authorize a brokerage, then:

**The seller authorizes:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**The buyer authorizes:**Name: Bode Platform Inc.

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

14.3 If the authorization information changes, the seller and buyer agree to give written notice to the other party as soon as the change is known so that future notices may be sent to the proper person and place.

**15. CONFIRMATION OF CONTRACT TERMS**

15.1 The seller and buyer confirm that this contract sets out all the rights and obligations they intend for the purchase and sale of the Property and that:

- (a) this contract is the entire agreement between them; and
- (b) unless expressly made part of this contract, in writing:
  - (i) verbal or written collateral or side agreements or representations or warranties made by either the seller or buyer, or the seller's or buyer's brokerage or agent, have not and will not be relied on and are not part of this contract; and
  - (ii) any pre-contractual representations or warranties, howsoever made, that induced either the seller or buyer into making this contract are of no legal force or effect.

Seller's Initials

Buyer's Initials

**16. LEGAL OBLIGATIONS BEGIN**

16.1 The legal obligations in this contract begin when the accepted contract is delivered in person or sent by fax or email. The obligations bind the seller and the buyer as well as their heirs, administrators, executors, successors, and assigns.

**17. OFFER**

17.1 The buyer offers to buy the Property according to the terms of this contract.

17.2 This offer/counteroffer shall be open for acceptance in writing until 5 p. m. on February 24 2025.

SIGNED AND DATED at \_\_\_\_\_, Alberta at \_\_\_\_\_ m. on February 23, 2025 | 3:16 PM PST.

DocuSigned by:

Signature of Buyer or Authorized Signatory of Buyer

Signature of Witness

**Evan Hegedys**

Print Name of Buyer or Authorized Signatory of Buyer

Print Name of Witness

DocuSigned by:

Signature of Buyer or Authorized Signatory of Buyer

Signature of Witness

**Douglas Price**

Print Name of Buyer or Authorized Signatory of Buyer

Print Name of Witness

Buyer's GST # \_\_\_\_\_





Agricultural Purchase Contract

Contract Number

**18. ACCEPTANCE**

**18.1** The seller agrees to sell the Property according to the terms of this contract.

SIGNED AND DATED at \_\_\_\_\_, Alberta at \_\_\_\_\_ m. on February 24, 2025 | 6:29 PM PST, 20\_\_\_\_.

Signed by:

Signature of Seller or Authorized Signatory of Seller

Signature of Witness

**Art Price for Sunterra Farms Ltd.**

Print Name of Seller or Authorized Signatory of Seller

Print Name of Witness

Signature of Seller or Authorized Signatory of Seller

Signature of Witness

Print Name of Seller or Authorized Signatory of Seller

Print Name of Witness

Seller's GST # \_\_\_\_\_

**Non-registered owner spouse's signature (when dower rights apply):**

SIGNED AND DATED at \_\_\_\_\_, Alberta at \_\_\_\_\_ m. on \_\_\_\_\_, 20\_\_\_\_.

Signature of Non-Registered Owner Spouse

Signature of Witness

Print Name of Non-Registered Owner Spouse

Print Name of Witness

**INFORMATION**

The following is for information purposes and has no effect on the contract's terms:

**REJECTION**

I/we do not accept this offer/counteroffer. No counteroffer is being made.

SIGNED AND DATED at \_\_\_\_\_, Alberta at \_\_\_\_\_ m. on \_\_\_\_\_, 20\_\_\_\_.

Signature of Seller or Authorized Signatory of Seller

Signature of Buyer or Authorized Signatory of Buyer

Signature of Seller or Authorized Signatory of Seller

Signature of Buyer or Authorized Signatory of Buyer





Agricultural Purchase Contract

Contract Number \_\_\_\_\_

# CONVEYANCING INFORMATION

## **Seller's Information:**

Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Lawyer Name \_\_\_\_\_ NA

Firm \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_ NA

## **Buyer's Information:**

Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Lawyer Name \_\_\_\_\_ Mitchell Barry

Firm \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_ mbarry@barryjamesl  
aw.ca







## AGRICULTURAL PURCHASE CONTRACT PROPERTY SCHEDULE

This Schedule is attached to and forms part of the Agricultural Purchase Contract # \_\_\_\_\_

Seller \_\_\_\_\_ Buyer \_\_\_\_\_

Seller \_\_\_\_\_ Buyer \_\_\_\_\_

### 1. REPRESENTATIONS AND WARRANTIES

1.1 The seller represents and warrants to the buyer the following are provided to the Property:

- |                           |  |  |  |
|---------------------------|--|--|--|
| (a) Electricity           | <input type="checkbox"/> residence                       | <input type="checkbox"/> property line                           | <input type="checkbox"/> not serviced            |
| (b) Telephone land line   | <input type="checkbox"/> residence                       | <input type="checkbox"/> property line                           | <input type="checkbox"/> not serviced            |
| (c) Cable service         | <input type="checkbox"/> residence                       | <input type="checkbox"/> property line                           | <input type="checkbox"/> not serviced            |
| (d) Natural gas           | <input type="checkbox"/> residence                       | <input type="checkbox"/> property line                           | <input type="checkbox"/> not serviced            |
| (e) Municipal road access | <input type="checkbox"/> yes <input type="checkbox"/> no |  |  |
| (f) Driveway access       | <input type="checkbox"/> yes <input type="checkbox"/> no | <input type="checkbox"/> private <input type="checkbox"/> shared | <input type="checkbox"/> via registered easement |

Other \_\_\_\_\_

1.2 The seller represents and warrants to the buyer the following information about the Property:

- |                                      |  |                   |
|--------------------------------------|--|-------------------|
| (a) Registered water rights          | <input type="checkbox"/> yes <input type="checkbox"/> no   | Priority #: _____ |
| (b) Water rights included            | <input type="checkbox"/> yes <input type="checkbox"/> no   |                   |
| (c) Surface rights contracts         | <input type="checkbox"/> yes <input type="checkbox"/> no   |                   |
| (d) Registered easements             | <input type="checkbox"/> yes <input type="checkbox"/> no   |                   |
|                                      | <input type="checkbox"/> gas line <input type="checkbox"/> power line <input type="checkbox"/> pipeline <input type="checkbox"/> well <input type="checkbox"/> other _____ |                   |
| (e) Non-residential lease agreements | <input type="checkbox"/> yes <input type="checkbox"/> no   |                   |
| (f) Heat source                      | <input type="checkbox"/> natural gas <input type="checkbox"/> propane/LPG <input type="checkbox"/> electric  |                   |
|                                      | <input type="checkbox"/> none <input type="checkbox"/> other _____   |                   |
| (g) Septic system                    | <input type="checkbox"/> tank & field <input type="checkbox"/> holding tank (size: _____ gallons)  |                   |
|                                      | <input type="checkbox"/> none <input type="checkbox"/> other _____   |                   |
| (h) Water supply                     | <input type="checkbox"/> drilled well <input type="checkbox"/> cistern (size: _____ gallons)   |                   |
|                                      | <input type="checkbox"/> municipal <input type="checkbox"/> community co-op <input type="checkbox"/> other _____   |                   |
| (i) Other                            | _____  |                   |

1.3 Lease Agreement: Possession will be given subject to the terms of the lease agreement. If the buyer is to assume a tenancy, then the seller warrants the following to the Buyer:

- |                                      |   |
|--------------------------------------|---|
| (a) Name of tenant(s):               | _____   |
| (b) Written lease agreement exists   | <input type="checkbox"/> yes <input type="checkbox"/> no If yes, a copy will be provided to buyer |
| (c) Move-in inspection report exists | <input type="checkbox"/> yes <input type="checkbox"/> no If yes, a copy will be provided to buyer |





Agricultural Purchase Contract – Property Schedule

Contract Number \_\_\_\_\_

- (d) Commencement date of lease \_\_\_\_\_
- (e) Expiry or end date of lease \_\_\_\_\_
- (f) Renewal Rights \_\_\_\_\_
- (g) Rent Payable \_\_\_\_\_
- (h) Security Deposit \$ \_\_\_\_\_
- (i) Date Received \_\_\_\_\_
- (j) Is the lease agreement in default ☐ yes ☐ no If yes, give details \_\_\_\_\_
- (k) Other Details \_\_\_\_\_

**1.4** The seller represents and warrants to the buyer that there are no unpaid fees to provide services and utilities to the Property that the buyer must assume, except as follows:

\_\_\_\_\_  
 \_\_\_\_\_

## 2. OTHER TERMS

**2.1** The buyer acknowledges that telecommunication facilities may be available to the Property. As the providers and technologies can change, the buyer is responsible to verify availability of these services.

**2.2** The seller is providing, without warranting accuracy, the well and water reports as indicated:

- (a) ☐ bacterial analysis report, dated \_\_\_\_\_
- (b) ☐ chemical analysis report, dated \_\_\_\_\_
- (c) ☐ flow test report, dated \_\_\_\_\_
- (d) ☐ driller's report, dated \_\_\_\_\_
- (e) ☐ other \_\_\_\_\_

**2.3** The following contracts are to be assumed by the buyer:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Date: \_\_\_\_\_, m. on \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
 Seller's Signature

\_\_\_\_\_  
 Buyer's Signature





LAND TITLE CERTIFICATE

S  
 LINC                      SHORT LEGAL                      TITLE NUMBER  
 0019 603 753            4;16;27;16;SW                      971 313 004 +3

LEGAL DESCRIPTION

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

ESTATE: FEE SIMPLE

MUNICIPALITY: SPECIAL AREA 2

REFERENCE NUMBER: 971 035 347

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
971 313 004	21/10/1997	TRANSFER OF LAND		SEE INSTRUMENT

OWNERS

SUNTERRA FARMS LTD.  
 OF PO BOX 266  
 ACME  
 ALBERTA T0M 0A0  
 (DATA UPDATED BY: CHANGE OF NAME 051264786)

ENCUMBRANCES, LIENS & INTERESTS		
REGISTRATION	DATE (D/M/Y)	PARTICULARS
021 173 979	22/05/2002	CAVEAT RE : PIPELINE RIGHT OF WAY CAVEATOR - CANADIAN NATURAL RESOURCES LIMITED.

( CONTINUED )

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2  
# 971 313 004 +3

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

ATTN: SURFACE LAND  
BOX 6926, STN D  
CALGARY  
ALBERTA T2P2G1

(DATA UPDATED BY: TRANSFER OF CAVEAT  
041101765)

(DATA UPDATED BY: CHANGE OF NAME 061290348)

(DATA UPDATED BY: CHANGE OF NAME 081259250)

(DATA UPDATED BY: TRANSFER OF CAVEAT  
181142025)

191 236 582 20/11/2019 MORTGAGE  
MORTGAGEE - FARM CREDIT CANADA.  
2ND FLOOR, 12040-149 STREET NW  
EDMONTON  
ALBERTA T5V1P2  
ORIGINAL PRINCIPAL AMOUNT: \$25,000,000

201 163 768 10/09/2020 AMENDING AGREEMENT  
AMOUNT: \$40,000,000  
AFFECTS INSTRUMENT: 191236582

TOTAL INSTRUMENTS: 003

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN  
ACCURATE REPRODUCTION OF THE CERTIFICATE OF  
TITLE REPRESENTED HEREIN THIS 25 DAY OF JUNE,  
2024 AT 04:43 P.M.

ORDER NUMBER: 50903497

CUSTOMER FILE NUMBER:



\*END OF CERTIFICATE\*

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED  
FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER,  
SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM  
INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION,  
APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS  
PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING  
OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).



## AMENDMENT

(For changing contract terms)

This document forms part of Purchase Contract # \_\_\_\_\_

Seller Sunterra Farms Ltd. Buyer Evan Hegedys

Seller \_\_\_\_\_ Buyer Douglas Price

Municipal Address: SW-16-27-16-W4 Dorothy, AB, CA, T0M0A0

The contract is changed as follows:

Delete: 4.2 The seller and buyer appoint Bode Platform Inc. as trustee (the "Trustee") for the Deposits.  
4.3 The buyer will pay a deposit of \$10,000, which will form part of the Purchase Price, to the  
Trustee by Wire Transfer or EFT (method of payment) on or before 2/24/2025.

Insert: 4.2 The seller and buyer appoint Bode Platform Inc. as trustee (the "Trustee") for the Deposits.  
4.3 The buyer will pay a deposit of \$10,000, which will form part of the Purchase Price, to the  
Trustee by Wire Transfer or EFT (method of payment) on or before 2/28/2025.

All other terms and conditions in the contract remain unchanged.

Signed and dated at \_\_\_\_\_, Alberta at \_\_\_\_\_, m. on February 24, 2025 | 9:36 PM PST, 20\_\_\_\_.  
 Buyer Signature [Signature] Witness Signature \_\_\_\_\_ Witness Name (print) \_\_\_\_\_

Signed and dated at \_\_\_\_\_, Alberta at \_\_\_\_\_, m. on February 26, 2025 | 1:22 PM PST, 20\_\_\_\_.  
 Buyer Signature [Signature] Witness Signature \_\_\_\_\_ Witness Name (print) \_\_\_\_\_

Signed and dated at \_\_\_\_\_, Alberta at \_\_\_\_\_, m. on February 25, 2025 | 7:08 AM PST, 20\_\_\_\_.  
 Seller Signature [Signature] Witness Signature \_\_\_\_\_ Witness Name (print) \_\_\_\_\_

Signed and dated at \_\_\_\_\_, Alberta at \_\_\_\_\_, m. on \_\_\_\_\_, 20\_\_\_\_.  
 Seller Signature \_\_\_\_\_ Witness Signature \_\_\_\_\_ Witness Name (print) \_\_\_\_\_





LAND TITLE CERTIFICATE

S  
LINC                      SHORT LEGAL                      TITLE NUMBER  
0019 603 753            4;16;27;16;SW            971 313 004 +3

LEGAL DESCRIPTION

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

ESTATE: FEE SIMPLE

MUNICIPALITY: SPECIAL AREA 2

REFERENCE NUMBER: 971 035 347

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
971 313 004	21/10/1997	TRANSFER OF LAND		SEE INSTRUMENT

OWNERS

SUNTERRA FARMS LTD.  
OF PO BOX 266  
ACME  
ALBERTA T0M 0A0

(DATA UPDATED BY: CHANGE OF NAME 051264786)

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION		
NUMBER	DATE (D/M/Y)	PARTICULARS
021 173 979	22/05/2002	CAVEAT RE : PIPELINE RIGHT OF WAY CAVEATOR - CANADIAN NATURAL RESOURCES LIMITED.

( CONTINUED )

-----  
ENCUMBRANCES, LIENS & INTERESTS

PAGE 2  
# 971 313 004 +3

REGISTRATION

NUMBER      DATE (D/M/Y)      PARTICULARS

-----

ATTN: SURFACE LAND  
BOX 6926, STN D  
CALGARY  
ALBERTA T2P2G1

(DATA UPDATED BY: TRANSFER OF CAVEAT  
041101765)

(DATA UPDATED BY: CHANGE OF NAME 061290348)

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(DATA UPDATED BY: TRANSFER OF CAVEAT  
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191 236 582    20/11/2019 MORTGAGE  
MORTGAGEE - FARM CREDIT CANADA.  
2ND FLOOR, 12040-149 STREET NW  
EDMONTON  
ALBERTA T5V1P2  
ORIGINAL PRINCIPAL AMOUNT: \$25,000,000

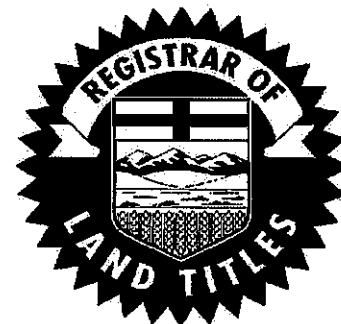
201 163 768    10/09/2020 AMENDING AGREEMENT  
AMOUNT: \$40,000,000  
AFFECTS INSTRUMENT:    191236582

TOTAL INSTRUMENTS: 003

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN  
ACCURATE REPRODUCTION OF THE CERTIFICATE OF  
TITLE REPRESENTED HEREIN THIS 25 DAY OF JUNE,  
2024 AT 04:43 P.M.

ORDER NUMBER:    50903497

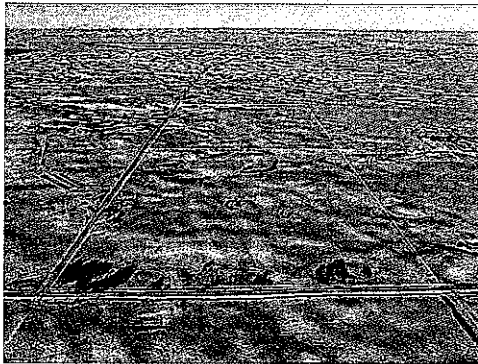
CUSTOMER FILE NUMBER:



\*END OF CERTIFICATE\*

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED  
FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER,  
SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM  
INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION,  
APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS  
PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING  
OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).

**SW-16-27-16- W4 Dorothy, AB T0M0A0****Land  
Sold****A2181932****W:4 R:16 T:27 S:16 Q:SW****DOM: 84****LP: \$325,000.00****CDOM: 84****OP: \$540,000.00****SD: 02/25/2025****SP: \$300,000.00**

**Class:** Commercial Land  
**County:** Special Area 2  
**City:** Dorothy  
**Levels:**  
**Subdivision:** NONE  
**Possession:** 30 Days / Neg/Negotiable  
**LINC#:** 0019603753  
**Outbuildings:**  
**Rd Frontage:**  
**Zoning:** TBD  
**Legal Pln:**

**LP/Acre:** \$2,056.96  
**SP/Acre:** \$1,898.73  
**Type:**  
**District:**  
**Tax Amt/Yr:**

**Lot Size:** 158.00 Ac  
**Lot:**

**Title to Lnd:** Fee Simple  
**Exclusion:** No  
**Sewer/Septic:**  
**Disclosure:**  
**Reports:** Title  
**Restrictions:** None Known

**Ownership:**  
**SRR:** No  
**Condo:** No

**Public Remarks:** 1/4 section of agriculture land with a residence and building site.

**Directions:** Dorothy Alberta T0J 0X0 Head southeast on Hwy 570/AB-570 E toward Range Rd 172 ? 7.0 km Turn left onto Range Rd 165 ? 3.2 km Range Rd 165 turns slightly right and becomes Township Rd 272 1.6 km Turn left onto Range Rd 164 ? Destination will be on the left 900 m Range Rd 164 Dorothy, AB T0J 0X0

**Property Information**

**Fencing:** None  
**911 Addr:**  
**Dist to Trans:**  
**Irrigation Eqp:**  
**Road Access:**  
**Lot Dim:**  
**Front Exp:**  
**Water GPM:**  
**Depth of Well:**  
**Reg Wtr Rgt:**  
**Bus Service:**  
**Elem School:**  
**Jr/Mid Schl:**  
**High School:**  
**Amenities:**  
**Exterior Feat:**  
**Utilities:**  
**Access Feat:**  
**Goods Include:** N/A  
**Goods Exclude:** N/A

**Water Supply:**  
**# Parcels:**  
**Dist to School:**  
**Farm Eqp Inc:**  
**Front Length:**  
**Lot Depth:** M'  
**Local Imprv:**  
**Acres Cleared:**  
**Acres Irrigat:**  
**Acres Fenced:**  
**Acres Cultivtd:**  
**Acres Pasture:**  
**Acres Lsehd:**  
**Acres Treed:**  
**Total Acres:** 158.00

**Agent & Office Information**

**List Agent:** Shane Koka help@bodecanada.com  
**List Firm:** Bode  
**Firm Address:** 1709 21 AVE SW, CALGARY, T2T 0N2  
**Appt:** call seller/showing time  
**Showing Contact:** Art Price 403-389-4942  
**Comm:** 3.5% the first \$100k, 1.5% the balance  
**LB Type/Info:** /  
**Owner Name:** SUNTERRA FARMS LTD.  
**Occupancy:**  
**Member Rmks:**

**Phone:** 587-602-3307  
**Phone:** 587-602-3307  
**Firm Fax:** 403-592-6810

**List Date:** 12/02/2024  
**Expiry Dt:**  
**With Dt:**

**Ownership:** Private  
**Exclusion:** No

**SRR:** No

Sellers prefer offers made on Bode here: <https://bode.ca/listings/19345747> for tracking/ease. Direct questions to appointment contact. Requests submitted through ShowingTime are received/responded to by seller, messages not monitored. This is a Mere Posting defined by CREA. Sellers self-represented. Bode cannot confirm showings. Buyer's brokerage to hold trust deposits and convey. Please copy help@bodecanada.com on all correspondence with seller. Possession date is negotiable and pls contact seller to confirm. The residence is currently occupied but will be vacant by March 31, 2025

**Selling Information**

**Sell Agent:** Non Board Member  
**Cosell Agent:**  
**Pend Dt:**

**Sell Firm:** NON BOARD BROKER  
**Adjust Dt:** 03/31/2025  
**Sold Price:** \$300,000.00

**Sold Date:** 02/25/2025**Printed Date:** 03/06/2025 12:16:34 PM

INFORMATION HEREIN DEEMED RELIABLE BUT NOT GUARANTEED. AS OF 2017 MEASUREMENTS ARE PER RESIDENTIAL MEASUREMENT STANDARDS (RMS).



## CONTRACT FOR POSTING WITHOUT REPRESENTATION

(For Use in Common Law and Designated Agency Brokerages)

Between

**THE SELLER**

and

**THE SELLER'S BROKERAGE (THE "BROKERAGE")**

Name SUNTERRA FARMS LTD.  
 Name \_\_\_\_\_  
 Address SW-16-27-16-W4, Dorothy T0M0A0  
 (postal code)  
 Phone (403) 389-4942 Fax \_\_\_\_\_  
 Email art.price@icloud.com

Name Böde Platform Inc.  
 Name \_\_\_\_\_  
 Address 1709 21st Ave. SW, Calgary, AB. T2T 0N2  
 (postal code)  
 Phone 587.602.3307 Fax \_\_\_\_\_  
 Email info@bodecanada.com  
 Member of Calgary (the "Board")

### 1. ACKNOWLEDGMENT OF NON-REPRESENTATION

- 1.1 The Seller has read the Real Estate Council of Alberta's *Consumer Relationships Guide (Guide)* and acknowledges that the Seller has chosen to forgo any agency representation. The Brokerage and its representatives will not owe the Seller any agency obligations and will not provide any services that require exercising discretion or judgment, giving advice, or advocating on the Seller's behalf.
- 1.2 The Seller acknowledges that the obligations owed to the Seller are limited to:
- exercising reasonable care and skill in providing services to the Seller;
  - not negligently or knowingly providing the Seller with false or misleading information; and
  - complying with the provisions of the *Real Estate Act* and its Regulations, and the Rules and Bylaws of the Real Estate Council of Alberta.
- 1.3 The Seller acknowledges that the Brokerage may be representing buyers who may wish to make an offer on the Seller's property and that the Brokerage is obligated:
- to act in the best interests of the buyer;
  - not to provide the Seller with information that is not in the best interests of the buyer; and
  - to communicate to the buyer all information, whether of a confidential nature or not, that it receives from the Seller.

### 2. BROKERAGE OBLIGATIONS

- 2.1 The Brokerage will:
- (a) post the Seller's property located at SW-16-27-16-W4, Dorothy, T0M0A0  
 (municipal address)  
 \_\_\_\_\_ (the "Property") for sale on the Board's MLS® System for the price of \$ \$575,900;
- (b) verify the accuracy of data related to the Property that is provided to the MLS® System;
- (c) maintain, and if necessary amend, the information on the MLS® System;
- (d) report the date of sale, the selling price and the date of transfer (possession) to the MLS® System when the Property has sold.

### 3. THE PROPERTY

- 3.1 The legal description of the Property is:
- Plan \_\_\_\_\_ Lot \_\_\_\_\_ Block \_\_\_\_\_
- or
- Condominium Plan \_\_\_\_\_ Unit \_\_\_\_\_ Unit factor \_\_\_\_\_
- Titled Parking Condominium Plan \_\_\_\_\_ Unit(s) \_\_\_\_\_ Unit factor(s) \_\_\_\_\_
- Title Storage Space Condominium Plan \_\_\_\_\_ Unit(s) \_\_\_\_\_ Unit factors(s) \_\_\_\_\_
- or
- Other \_\_\_\_\_
- 3.2 The Property includes:
- (a) Goods not attached to the Property ("Unattached Goods") as listed below:
- \_\_\_\_\_
- \_\_\_\_\_

- (b) All goods attached to the Property ("Attached Goods") except those goods listed below:
- \_\_\_\_\_
- \_\_\_\_\_

- (c) If Condominium Property, the following non-titled areas:

Parking stall(s): \_\_\_\_\_ assigned \_\_\_\_\_ leased      Parking stall #(s) \_\_\_\_\_  
 Storage space(s): \_\_\_\_\_ assigned \_\_\_\_\_ leased      Storage space #(s) \_\_\_\_\_

#### 4. TERM OF THE CONTRACT

- 4.1 Refer to Addendum for details.

#### 5. BROKERAGE REMUNERATION

- 5.1 The Seller will pay the Brokerage as remuneration:

- (a) upon the signing of this Contract \$0.00 \_\_\_\_\_ plus GST;  
 (b) further remuneration as follows: 1% of the final sale price plus GST (to a maximum of \$10,000 plus GST) \_\_\_\_\_

- 5.2 The Seller instructs the Brokerage to post on the Board's MLS® System that the Seller will enter into a fee agreement with a buyer's brokerage when an offer to purchase is presented to the Seller by the buyer's brokerage representative. ☒ Yes ☐ No

#### 6. SELLER'S RESPONSIBILITIES

- 6.1 The Seller will:

- (a) provide the Brokerage with all the information necessary for the posting of the Property on the MLS® System;  
 (b) obtain verification of mortgage, property tax, improvement charges, tenancy information;  
 (c) communicate and cooperate with the Brokerage in a timely manner;  
 (d) immediately advise the Brokerage of any change in status of the Property or in the information provided by the Seller;  
 (e) report the sale of the Property, as per clause 2.1(d), to the Brokerage when the purchase price is paid to the Seller or the Seller's lawyer and is releasable; and  
 (f) provide any documentation necessary to facilitate or complete the sale.

#### 6.2 Material Latent Defects:

Sellers are required by common law to disclose to buyers defects that are hidden, not visible or discoverable upon a reasonable inspection of the Property and that render the Property dangerous or potentially dangerous to the occupants or unfit for habitation. Sellers may also be required to disclose government and local authority notices, lack of development permits and hidden defects that would involve great expense to remedy.

#### 6.3 Dower Rights:

- (a) If just one individual is the registered owner of the Property, then the Seller will consider the following questions: Are you legally married? If the answer is yes, have either you or your spouse at any time during your marriage lived on the Property?  
 (b) If only one individual is on title and the answer to both questions is yes, then the Seller will be unable to complete a sale of the Property without the legal consent of the spouse. The Seller is urged to obtain legal advice respecting this issue prior to the acceptance of any offer to purchase.

#### 7. INDEMNIFICATION

- 7.1 The Seller will hold harmless and indemnify the Brokerage for any claims that may arise from its reasonable and good faith reliance on representations made, or information provided by, the Seller.

#### 8. ENDING THE CONTRACT

- 8.1 This Contract will end upon the Expiry Date of the Contract as specified in clause 4 or upon:

- (a) an earlier date than the Expiry Date if mutually agreed by the Seller and the Brokerage in writing;  
 (b) a completed sale of the Property;  
 (c) the suspension or cancellation of the Brokerage's licence to trade in real estate;  
 (d) the Brokerage ceasing to be a member of the Board.

#### 9. USE AND DISTRIBUTION OF SELLER'S INFORMATION

- 9.1 The Seller consents to the collection, use and disclosure of personal information (as defined by the *Personal Information Protection Act*) by the Brokerage and the Board for the purpose of compiling, retaining and publishing statistics and conducting comparative market analyses.

**10. SIGNATURES**

SIGNED AND DATED on December 4, 2024 | 1:06 PM PST, 20  .

DocuSigned by:  
SUNTERRA FARMS LTD.  
Signature of Seller

SUNTERRA FARMS LTD.  
Print Name of Seller

\_\_\_\_\_  
Signature of Seller

\_\_\_\_\_  
Print Name of Seller

Jeffrey Jackson  
Signature of Brokerage Representative


\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print Name of Witness

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print Name of Witness

Jeff Jackson  
Print Name of Brokerage Representative

**Seller:** Initial here to show you have received a copy of this Contract 

Initials Dated at \_\_\_\_\_ m. on December 4, 2024 | 1:06 PM PST, 20  .



112696

Contract Number

## ADDENDUM

### (For adding contract terms)

**RECITALS:**

A) The Bode Platform is an online marketplace that enables registered users ("Account Holders") to advertise their real estate property for sale on the Bode Platform ("Listings") and to communicate and transact directly with other Account Holders that are seeking to purchase real estate.

B) The parties acknowledge that for the purpose of listing the Client property on any MLS system, website, or platform Bode is acting as ("Mere Posting Provider") and there is no full-service agency relationship created between Bode and the Customer as defined in the Real Estate Act. A ("Mere Posting") is a listing on a Member Board's MLS System where the member has chosen or agreed not to provide services to the seller other than to submit the listing for posting on MLS.

C) This Agreement applies to any property listed on the Bode Platform and each listing is deemed to create a new agreement between the Client and Bode. Any reference to Client in this agreement refers to a single individual if only one person or entity is on the property title or two or more individuals or entities if they appear on the property title.

**1. SCOPE**

1.1 The Seller has hereby contracted with Bode Platform Inc. (The "Broker") for the sole service of the Broker to post information about the property for sale onto the Broker's local real estate board's Multiple Listing Service® system and other websites associated with the MLS® System such as REALTOR.ca on the terms and conditions set out in this agreement (the "Mere Posting"). The following provisions shall supersede and override any provisions contained in the Multiple Listing Contract to which the "Schedule A" is attached.

**1.2 Listing Terms Specific to Bode's Independent Homeowner Service:**

1.2.1 This Agreement shall commence on the date the listing for the Property is approved by Bode and end at midnight 90 days thereafter; provided however, that this Agreement shall terminate prior to 90 days in the event that:

- 1.2.1.1 the property is sold;
- 1.2.1.2 the Client is in material breach of this Agreement and fails to correct such breach within Seven (7) days' notice of such breach from the other party; or
- 1.2.1.3 the parties mutually agree in writing to terminate the Agreement.

1.2.2 This agreement will automatically extend for an additional 90 days for Client convenience with notification to the customer in advance. The second and any subsequent 90 day term will maintain all terms as described herein. Following fulfillment of the first 90 day-term, the Client may terminate the Agreement without any penalty.

**1.3 Listing terms specific to Bode New Home Builder Subscription Service replace any other references to listing duration in this agreement::**

1.3.1 This Agreement shall commence on the date the listing for the Property is approved by Bode and end at midnight 365 days thereafter; provided however, that this Agreement shall terminate prior to 365 days in the event that:

- 1.3.1.1 the property is sold;
- 1.3.1.2 the Client is in material breach of this Agreement and fails to correct such breach within Seven (7) days' notice of such breach from the other party; or
- 1.3.1.3 the Client notifies Bode of their intention to terminate the listing

**2. BODE SERVICES**

2.1 Bode shall for the term of this Agreement or until the property is sold:

- 2.1.1 list the property on leading listing exposure websites which may include but are not limited to Realtor.ca™, Kijiji™, Zillow™ and Facebook™ (collectively the "Listing Services") marketplace with the purpose of the enablement of the successful sale of the listed property;
- 2.1.2 provide access to important lead information to provide applicable data for market feedback to support and refine Client selling strategies;
- 2.1.3 provide access to the Bode scheduling tool for the purposes of scheduling showings and use of other home services;
- 2.1.4 provide market data at the request of the Client for pricing consideration;
- 2.1.5 provide access to the Bode negotiation tool for the receipt of offers from interested buyers moving towards close of sale;
- 2.1.6 hold money we receive in trust, consistent with applicable laws for brokerages in British Columbia;
- 2.1.7 provide appropriate legal agreements through the selling process for further handling with their selected lawyers to finalize the sale.

2.2 As mere posting provider, and in accordance with CREA's requirements regarding Mere Postings, Bode:

- 2.2.1 will not give confidential advice to the Client or a buyer;
- 2.2.2 will not act in a way that requires the use of judgment or discretion on which the Client can rely;
- 2.2.3 will not communicate with third-parties on behalf of the Client; and
- 2.2.4 will not negotiate on behalf of the Client.

AREA0155CLDARoot\_2017May

Page 4 of 8



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112696

Contract Number

## ADDENDUM

(For adding contract terms)

### 3. CLIENT OBLIGATIONS

- 3.1 The Client shall for the term of this Agreement or until the property is sold:
- 3.1.1 maintain insurance on the property and its contents against loss or damage due to causes normally insured against for similar properties;
  - 3.1.2 communicate with Bode in a timely manner; and
  - 3.1.3 advise Bode if a binding contract for the sale of the property is entered into during the term of the Agreement whether or not is entered into using the Bode platform;
  - 3.1.4 report any change in listing status within one (1) business day.
- 3.2 The Seller acknowledges that the Broker has strict reporting obligations to the Broker's local real estate board for changes in the status of the Property for sale. This includes the obligation of the Broker to report:
- 3.2.1 Any offer that is accepted, conditional or firm, names of buyers and sellers, buyer's agents name and brokerage name, and selling price
  - 3.2.2 Any change in offer status such as conditions being waived or offer is terminated
  - 3.2.3 Any change in the closing date or selling price
- 3.3 Within 24 hours of the occurrence of one of the above events, the Seller shall forward to Bode the information required. In addition, the Seller shall provide to Bode at the same time the relevant documents
- 3.4 The Seller acknowledges that the failure of the Seller to provide the information required in the time frame stipulated above could result in the Company facing fines or sanctions from various regulatory bodies. The Seller specifically agrees to indemnify and hold harmless the Company and Broker from damages that they suffer or costs that they incur because of the Seller's non-compliance with its reporting obligations. The Seller hereby acknowledges that any fine incurred by the Brokerage due to the Seller's failure to report any status change will result in an administrative penalty of \$500.00, payable by the Seller.

### 4. CLIENT REPRESENTATIONS AND WARRANTIES

- 4.1 The Client represents and warrants that:
- 4.1.1 it has the authority to sell the property as described, including all attached and unattached goods as applicable and if spousal consent is required it has been obtained;
  - 4.1.2 there are no rights of others to the property;
  - 4.1.3 the property and any buildings and improvements thereon comply with all municipal bylaws;
  - 4.1.4 all buildings and improvements on the property are entirely within the boundaries of the property and do not lie on any neighbouring lands, right-of-way or easement unless referenced on the title to the property;
  - 4.1.5 it has had the opportunity to obtain independent legal advice in relation to the entering into of this Agreement, and regarding the sale of the property and the obligations of the Client to disclose to buyers any issues related to defects, governmental notices and permit issues; and
  - 4.1.6 the Client is not a non-resident of Canada under the Income Tax Act (Canada).

### 5. BODE FEES

- 5.1 Bode's fee is equal to One Percent (1%) of the final sale price for the Client's property, up to a maximum of \$10,000 plus applicable Goods and Services Tax.
- 5.2 The fee set out above shall be payable to Bode if at any time during the term of this Agreement the Client enters into a binding contract for the sale of the property, regardless of whether the buyer was introduced to you through the Bode platform or not, and regardless of when the sale completes.
- 5.3 The fee set out above shall be payable to Bode if within Thirty (30) days after the termination of this Agreement the Client enters into a binding contract for the sale of the property with a person or party introduced to the Client by Bode or through the Bode Platform.
- 5.4 The Client authorizes Bode to pay the fee directly from any deposit funds held by Bode pursuant to this Agreement or pursuant to the contract for the sale of the property, and if any deposit is not sufficient to pay Bode's fee the Client shall instruct their lawyer to deduct from the proceeds of sale an amount sufficient to pay the remaining balance of the fee.

### 6. PERSONAL INFORMATION

- 6.1 In order to access and use the Bode Platform, you will be required to register with us and set up an authorized account using your email address and a password (your "Account"). The email address you provide will be your email address, and you are solely responsible for maintaining the confidentiality of your password. You are solely responsible for all activities that occur under your Account, and therefore, you should protect your password at all times.
- 6.2 The Client expressly provides consent to Bode to collect, use, maintain and disclose any and all personal information of the Client for all purposes and uses related to this Agreement and the sale of the property, both during the term of this Agreement and after.
- 6.3 The Client acknowledges that Bode may disclose information regarding the Client and the property in any manner that Bode deems necessary to list and effectively market the property for sale.





112696

Contract Number

## ADDENDUM

(For adding contract terms)

### 7. ADDITIONAL TERMS

7.1 The Recitals form part of this Agreement.

7.2 As the provider of the Bode Platform, Bode does not own, create, sell, resell, provide, control, manage, offer, deliver, or supply any Listings, other than to simply allow posting of the Listings on the Bode Platform. Clients alone are responsible for the creation of their Listings. When Account Holders negotiate a contract to transfer ownership of a home, they are entering into a contract directly with each other. Bode is not and does not become a party to or other participant in any contractual relationship between Account Holders or any other persons or parties.

7.3 Bode has no control over and does not guarantee:

- 7.3.1 the existence, quality, safety, suitability, or legality of any Listings Services;
- 7.3.2 the truth or accuracy of any, ratings, reviews, or other content on the Bode Platform; or
- 7.3.3 the performance or conduct of any Account Holder or third-party.

7.4 Bode does not endorse any Account Holder or Listing Service. Any references to an Account Holder being "verified" (or similar language) only indicates that the Account Holder has completed a relevant verification or identification process and nothing else. Any such description is not an endorsement, certification or guarantee by Bode about any Account Holder, including of the Account Holder's identity or background or whether the Account Holder is trustworthy, safe or suitable. You should always exercise due diligence and care when deciding whether to view a home or communicate and interact with other Account Holders, whether online or in person.

7.5 If you choose to use the Bode Platform as a seller or Client, your relationship with Bode is limited to a client relationship and not that of an employee, agent, joint venturer or partner of Bode for any reason, and you act exclusively on your own behalf and for your own benefit, and not on behalf, or for the benefit, of Bode. Bode does not, and shall not be deemed to, direct or control you generally or in your performance under these terms specifically. You acknowledge and agree that you have complete discretion whether to list on the Bode Platform. To promote the Bode Platform and to increase the exposure of Listings to potential Buyers, Listings and other account content may be displayed on other websites, in applications, within emails, and in online and offline advertisements. To assist Account Holders who speak different languages, Listings and other account content may be translated, in whole or in part, into other languages. Bode cannot guarantee the accuracy or quality of such translations and Account Holders are responsible for reviewing and verifying the accuracy of such translations. The Bode Platform may contain translations powered by Google™. Google™ disclaims all warranties related to the translations, express or implied, including any warranties of accuracy, reliability, and any implied warranties for merchantability, fitness for a particular purpose and non-infringement.

7.6 The Bode Platform may contain links to third-party websites or resources ("Third-Party Services"). Such Third-Party Services may be subject to different terms and conditions and privacy practices. Bode is not responsible or liable for the availability or accuracy of such Third-Party Services, or the content, products, or services available from such Third-Party Services. Links to such Third-Party Services are not an endorsement by Bode of such Third-Party Services.

7.7 Due to the nature of the Internet, Bode cannot guarantee the continuous and uninterrupted availability and accessibility of the Bode Platform. Bode may restrict the availability of the Bode Platform or certain areas or features thereof, if this is necessary in view of capacity limits, the security or integrity of our servers, or to carry out maintenance measures that ensure the proper or improved functioning of the Bode Platform. Bode may improve, enhance and modify the Bode Platform and introduce new Bode Services from time to time.

7.8 If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part of a provision and the remaining part of such provision and all other provisions shall continue in full force and effect.

7.9 The waiver by either party of any breach of any term, covenant or condition is not to be deemed to be a waiver of that term, covenant or condition or of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant or condition of this Agreement is deemed to be waived by either party unless the waiver is in writing and properly executed by the party granting the waiver.

7.10 The Agreement comprises the entire agreement between the Parties and supersedes all previous representations, warranties, dealings, agreements, understandings and expectations of the parties regarding the subject matter of the Agreement.

7.11 As part of this agreement you acknowledge that you have read the Consumer Relationship Guide outlined in Appendix B, discussed it with the real estate professional, and got satisfactory answers to your questions. You also acknowledge that you will be asked to sign documents about the type of relationship you choose with your real estate professional.

7.12 The Seller confirms that they wish the Brokerage to reveal the Property address and to map the property for internet display. The Seller understands that displaying this information poses inherent risks. These risks are inherent in both occupied and vacant properties. By signing this agreement, the Seller promises to "hold harmless" the brokerage of any claims arising from any unauthorized or illicit use of the displayed property information.

**7.13 UNDER NO CIRCUMSTANCES WILL BODE BE LIABLE TO THE CLIENT FOR ANY DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES INCURRED OR CLAIMED BY ANY CLIENT OR USER OF THE BODE PLATFORM.**

7.14 The seller agrees to pay the cooperating commission amount offered in the MLS listing advertisement, unless another agreement was made with the buyer's agent in writing in the fee agreement or purchase contract. Bode is not liable to pay the cooperating commission on the seller's behalf in any circumstances.



# Consumer Relationships Guide

Real estate professionals have a regulatory requirement to present and discuss this Guide with you.

## Understanding the legal relationship with your real estate professional

Buying or selling a property is probably one of the most important financial decisions you'll make. This Guide explains the different relationships you can have with a real estate professional. Each has its own legal meaning and responsibilities, so it's important to understand them. A real estate professional must give you this Guide and discuss it with you.

## What this Guide explains

There are three kinds of relationships you can have with a real estate professional.

1. A real estate brokerage\* can act as your agent. This is called a common law agency relationship and it includes all brokerage real estate professionals and staff.
2. An individual real estate professional can act as your agent. This is called a designated agency relationship.
3. You can be a customer to a real estate professional.

The Guide also explains what happens when the buyer and seller have the same agent.

\*A brokerage is the organization your industry professional works for.

## Choosing to have an agent (also called an agency relationship)

An agent is someone who acts on your behalf with your permission. If the agent is an individual, the agency relationship is between the individual and you. If the agent is a brokerage, the agency relationship is between the brokerage and you. When you appoint an agent, you'll be asked to sign a written agreement that explains both the agent's responsibilities and yours.

## An agent's responsibilities to you

A sole agent acts for either the buyer or the seller in a trade or possible trade, and has a duty to protect that client's interests. In this relationship, the real estate professional has the highest level of legal responsibility to you. These responsibilities include:

1. **Undivided loyalty** The agent must act only in your best interests and put them above their own and those of other people. The agent must avoid conflicts of interest and must protect your negotiating position at all times.
2. **Confidentiality** The agent must keep information confidential, even after your relationship ends. Confidential information includes your personal information, information about the property, and information about the transaction (except information the law says must be disclosed or information you agree to disclose).
3. **Full disclosure** The agent must tell you, in writing, about the services they will provide. They must also tell you everything they know that might affect your relationship or influence your decision in a transaction, even if they don't think it's important. This includes any conflicts of interest, for example when they act (or are planning to act) on behalf of any other person in a transaction. The only information they can't give you is confidential information from another agency relationship.
4. **Obedience** The agent must obey all your lawful, reasonable, and ordinary instructions. If you insist on something unlawful, the agent must refuse and consider ending your relationship and the agreement.
5. **Reasonable care and skill** The agent must exercise reasonable care and skill in all their duties. They must meet the standard of a reasonable and competent member of the real estate industry.
6. **Full accounting** The agent must account for all money and property they receive while acting on your behalf. Everything a client puts in the care of an agent—for example, money, keys, or documents—is returned when the agreement ends.

## Your responsibilities to the agent

You must:

- give the agent any information or facts that could affect the transaction or their ability to act as your agent.
- pay the fees you've agreed to pay your agent. Your written agreement will list these fees.
- pay the agent's expenses as outlined in your agreement.

## Consumer Relationships Guide

### Having a customer relationship with your real estate professional

You can choose to represent yourself in a purchase or sale when a real estate professional represents the other party. In this case, you have a customer relationship with the real estate professional. They can't give you the services they give when acting as your agent, but they can help make the purchase or sale happen. For example, they may agree to give you statistics or the names of appraisers, mortgage brokers, or other service providers. They may also help you complete standard forms. When a real estate professional works with you as a customer, they have a responsibility to act honestly, use reasonable care and skill, and make sure any information they give is correct.

### Conflicts of interest—what happens when the same agent represents the buyer and seller

In some cases, the same real estate professional or brokerage represents both the buyer and the seller. The people involved can decide to handle this several ways:

1. Either the buyer or the seller can get a different agent.
2. The buyer or the seller can stay with the same real estate professional, but in a customer relationship. The professional can give information and help without acting as an agent. See Having a customer relationship with your real estate professional.
3. The agent can help facilitate the transaction, without acting in the interest of either side. This means the professional has reduced agency responsibilities to the buyer and seller. All parties must understand and agree to this change of relationship in writing, before either side presents or accepts the initial offer on the property.

### Working on the transaction, not for one side or the other

When the agent facilitates the transaction, their responsibilities are to:

- be impartial in dealing with both sides
- not give confidential advice, support only one side, or use judgment or discretion that benefits one side over the other
- give both sides real estate statistics and information, including comparable property information from listing services and local databases
- give you agreements of purchase and sale, lease, and other relevant documents, according to your instructions
- promptly give you all offers and counter-offers to and from the other side, even if there is already a contract to buy or sell the property
- pass on all information to you that the other side wants you to know
- keep you informed of progress
- do anything else to serve both sides, as long as the agreement with each side allows it

### Making an informed choice about your relationships

Your real estate professional must explain the responsibilities and limits of these relationships to you. To review:

- A real estate brokerage can act as your agent.
- An individual real estate professional can act as your agent.
- You can be a customer to a real estate professional.
- In a conflict of interest when the buyer and seller have the same agent, a real estate professional can facilitate a transaction between two sides with their permission.

**The Real Estate Council of Alberta**  
is the standards-setting, governing body for  
real estate, mortgage brokerage, property  
management and real estate appraisal  
professionals.

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1 (888) 425-2754  
info@reca.ca  
www.reca.ca

### Signing that you've read and understood this Guide

I/we acknowledge I/we have read the Guide, discussed it with the real estate professional, and got satisfactory answers to my/our questions. I/we know I/we will be asked to sign documents about the type of relationship I/we choose with my/our real estate professional(s).



Bode Platform Inc.  
1709 21 Ave SW  
Calgary AB T2T 0N2  
finance@bodecanada.com  
Business Number 791556731 RT0001



## INVOICE

BILL TO  
Art Price

INVOICE # B00768  
DATE 02/25/2025  
DUE DATE 04/03/2025  
TERMS Net 30

DATE	ACTIVITY	DESCRIPTION	TAX	QTY	RATE	AMOUNT
	Service Fee	For sale of: SW-16-27-16- W4, Dorothy	GST	1	3,000.00	3,000.00

Please make cheques payable to Bode Platform Inc.

SUBTOTAL	3,000.00
GST @ 5%	150.00
TOTAL	3,150.00
BALANCE DUE	<b>\$3,150.00</b>

### TAX SUMMARY

RATE	TAX	NET
GST @ 5%	150.00	3,000.00