Clerk's Stamp

COURT FILE NUMBER	2303-06543
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	EDMONTON
APPLICANTS	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 J.W. CARR HOLDINGS LTD., SPRUCE GROVE INDUSTRIAL PARK INC., 272649 ALBERTA LTD., 279896 ALBERTA LTD., GRANDE PRAIRIE PLACE ENTERPRISES (1996) INC., 1170292 ALBERTA LTD. AND 627612 ALBERTA LTD.
DOCUMENT	**SUPPLEMENT TO THE MONITOR'S FIRST REPORT** **April 25, 2023**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	**MONITOR** ERNST & YOUNG INC. EPCOR Tower 10423 – 101 Street, Suite 1400 Edmonton, Alberta T5H 0E7 Attention: Matt McCulloch / Peter Chisholm Telephone: 780.638.6642 / 403.206.5061 Fax: 780.428.8977 Email: matt.mcculloch@parthenon.ey.com peter.chisholm@partnenon.ey.com **MONITOR'S COUNSEL** McCarthy Tétrault LLP Suite 4000, 421 7th Ave SW Calgary, Alberta, T2P 4K9 Attn: Sean Collins Telephone: 403.260.3531 Email: scollins@mccarthy.ca

TABLE OF CONTENTS OF THE SUPPLEMENT TO THE MONITOR'S FIRST REPORT

APPENDICIES

PURPOSE OF THE REPORT

1. The purpose of this Supplement to the Monitor's First Report is to provide the Court and the Applicants' stakeholders with copies of the proposed Engagement Letters received to date between the various Applicants and the related Selling Agents referenced in Paragraph 55 – 58 of the Monitor's First Report. The proposed Engagement Letters are attached herein to this report as **Appendix A**.

2. The listing price has been redacted from the proposed Engagement Letters. The Monitor, in discussions with the Applicants, understands that the Applicants will be seeking to amend paragraph 2 of the draft SISP Order to provide that the approval of the Engagement Letters does not include approval of the listing price. Together with the applicable Applicant, after having consulted with and received the consent of the applicable First Charge Encumbrance Holder, the Interim Lender and the Monitor, the agreed listing price will be entered into the applicable Engagement Letter.

3. The Monitor advises that one Engagement Letter between the Applicants and the proposed Selling Agent for the JW Group's Northridge properties was not received in time to file with this Supplement to the Monitor's First Report

4. The Monitor has reviewed the commercial terms of the Engagement Letters including the proposed commission structure contained in each Engagement Letter. In the Monitor's experience and, after having consulted with EY's Transaction Real Estate Group each Engagement Letter contains market terms and is commercially reasonable. The Monitor accordingly recommends the approval of the Engagement Letters in accordance with the terms described in paragraph 2 above.

ERNST & YOUNG INC.
Licensed Insolvency Trustee
acting solely in its capacity as the Proposed Monitor of the JW Group
and not in its personal or corporate capacity

per:

Matt McCulloch, CPA, CA, CIRP, LIT
Senior Vice President, Ernst & Young Inc.

– Appendix A –

Hillcrest

AREA Alberta Real Estate Association

HCD-KL
Agreement Number

EXCLUSIVE SELLER REPRESENTATION AGREEMENT

An Agreement to Exclusively Represent a Seller
(For Use in Designated Agency Brokerages)
Between

THE BROKERAGE (WE)	and	THE SELLER (YOU)
Name Re/Max Grande Prairie		Name 272649 Alberta Ltd.
Name ________		Name ________

1. THE PROPERTY

1.1 The land and buildings at (municipal address): 9613, 9615, 9617, 9619, 9621, 9622 Hillcrest Drive
Grande Prairie AB T8V 1A6

including the following goods not attached to the land and buildings: ________

and all goods attached to the land and buildings, **except**: ________

Legal Description (to be used for non-condominium and non-country residential properties only):
Plan 5866HW Block 12 Lot 1-6

Legal descriptions for condominium and country residential properties must be put in a property specific schedule. Indicate the applicable schedule below, complete and attach it. Other schedules may be required. Additional schedules must be listed in clause 17.1.

- ☐ **Condominium Property Schedule**
- ☐ **Country Residential Property Schedule**

1.2 You authorize us to offer the property for sale for $________, including GST, if applicable. You must determine whether the sale of the property is subject to GST by getting independent advice. You acknowledge that neither we nor our representatives are giving an opinion about GST applying to the sale of the property and you agree that we and our representatives will not be responsible for the payment of GST.

1.3 The proposed possession date is Negotiable.

2. OUR AGENCY RELATIONSHIP

2.1 You give us the exclusive right to offer the property for sale. We appoint Kim Lissoway (the designated agent) to serve as sole agent for you. This agreement creates a sole agency relationship with the designated agent, as the Real Estate Council of Alberta's *Consumer Relationships Guide* (Guide) explains. That means you cannot appoint anyone else as your agent or representative during this agreement. However, we may represent buyers and other sellers.

2.2 If the designated agent is no longer registered with us and at your request, we will appoint another designated agent to serve as sole agent for you or this agreement ends.

2.3 The designated agent's knowledge will not be attributed to us or to our designated agents representing buyers.

2.4 This agreement begins on April 25, 2023 at ________ . m.
It ends on October 31, 2023 at ________ . m.

3. OUR RESPONSIBILITIES

3.1 During this agreement we must:

(a) be impartial in our dealings with you and other buyers represented by us interested in the property.
(b) make sure the designated agent that represents you meets our applicable policies and procedures.
(c) supervise the designated agent and support staff to make sure their responsibilities are met.
(d) hold money we receive in trust, as the *Real Estate Act* requires.
(e) give you a copy of this agreement as soon as possible after signing.

4. THE DESIGNATED AGENT'S RESPONSIBILITIES

4.1 The designated agent must meet their agency responsibilities to you in a timely manner.

4.2 In addition to the responsibilities described in the Guide, the designated agent must also:
- (a) market the property, until the property is sold under this agreement, or this agreement ends.
- (b) keep you informed of their marketing activities and any resulting transaction.
- (c) tell any buyer interested in the property that they are your agent.
- (d) tell buyers of all material latent defects affecting the property that they are aware of.
- (e) help you negotiate favourable terms and conditions with a buyer.
- (f) help you to prepare and comply with a contract to sell the property.
- (g) present all offers and counteroffers to and from you, even when you have accepted a purchase contract. However, they need not seek additional offers while there is an unconditional purchase contract.
- (h) tell you relevant facts about the transaction.

5. MLS® SYSTEM AND THE DESIGNATED AGENT'S OTHER SERVICES

5.1 The designated agent will advertise and market the property using the MLS® System. The MLS® System is a web-based service that allows seller representatives to list properties for sale and share information about those properties. All listings on the MLS® System must: (a) be for a minimum duration of 60 days; (b) provide compensation for cooperating brokers for the sale of the property; and (c) not exclude any licensed industry member from acting as a cooperating broker.

5.2 You request and the designated agent agrees to provide the following other services:
- (a) to install a lock-box on the property to provide access to authorized persons. ☐ Yes ☐ No
- (b) ______
- (c) ______
- (d) ______

6. YOUR RESPONSIBILITIES

6.1 During this agreement you must:
- (a) provide us with a real property report showing the current state of improvements on the property according to the Alberta Land Surveyors' Manual of Standard Practice, with evidence of municipal compliance or non-conformance, within ten days of signing this agreement, unless the property is a conventional condominium. Not having this real property report may result in problems on closing or rescission of the purchase contract.
- (b) insure the property and its contents against loss or damage due to causes normally insured against for similar properties, even if your property is vacant.
- (c) communicate and cooperate with us.
- (d) tell us if the property's condition, status or title changes.
- (e) tell us about inquiries you make or receive about the sale of the property.
- (f) determine whether the sale of the property is subject to GST.
- (g) determine and tell us if you will have enough money left over after the sale of your property to cover payment of your mortgage balance (including any payout penalties) and any other obligations you must pay out with the sale money.

6.2 During this agreement and 30 days after this agreement ends, you must give us copies of any offers you make or receive for the sale of the property, unless you sign a seller representation agreement with another brokerage that begins after this agreement ends.

7. YOUR WARRANTIES AND REPRESENTATIONS

7.1 You warrant:
- (a) you have authority to sell the property as described, including attached and unattached goods.
- (b) no one else has a legal right to the attached and unattached goods.
- (c) you have told us about all third party rights to the property that you know about.
- (d) all information you give us is true to the best of your knowledge.

7.2 You warrant, to the best of your knowledge, the following are true:
- (a) the land and buildings are currently being used according to municipal bylaws.
- (b) the buildings and land improvements are entirely on the land and not on any easement, right-of-way, or neighbouring lands (unless there is a registered agreement on title).
- (c) the location of the buildings or improvements meet municipal bylaws or regulations **or** the buildings and improvements are "non-conforming buildings" as defined in the *Municipal Government Act* (Alberta).
- (d) the land and buildings are currently being used according to, and the location of the buildings and land improvements meet, the restrictive covenants on title (if any).
- (e) you are not a non-resident of Canada under the *Income Tax Act* (Canada).

8. DOWER CONSENT

8.1 The following questions must be answered if you are the only registered owner of the property:
- (a) Are you legally married? (includes a separated couple not yet legally divorced but does not include a couple in a common law relationship) ☐ Yes ☐ No
- (b) Have you or your spouse resided on the property at any time since your marriage? ☐ Yes ☐ No

If you answered ***yes*** to both questions, your spouse will have to complete the Dower Consent and Acknowledgement and sign this agreement in the Signatures section – Non-Owner Spouse Signature (when dower rights apply).

9. CONFLICTS OF INTEREST

9.1 It is not a conflict of interest if the designated agent simply shows the property to a buyer they also represent.

9.2 A conflict of interest occurs when the designated agent acts as the sole agent for both you and the buyer. In that case, they must tell you there is a conflict and tell you and the buyer your options.

9.3 If there is a conflict, you and the buyer may agree to have the designated agent act as a transaction facilitator. In that case, they work for both sides to bring about a purchase and sale and do not act as sole agent for either of you.

9.4 If the designated agent, you or the buyer decide not to have them facilitate the transaction, they will act as the sole agent of the side which first signed a representation agreement with us, unless we all agree otherwise in writing.

9.5 If the designated agent does not continue to act as your sole agent, you may ask us to designate another agent from our brokerage, you may choose another brokerage, ask our designated agent to refer you to another brokerage, or have a customer relationship with the designated agent. If you are a customer, the designated agent's responsibilities are limited to those outlined in the Guide.

10. OUR FEE AND LIMITS ON PAYMENTS

10.1 Our fee is
5% on the first $100,000 of the purchase price 3% on the balance
(plus GST) and is due when the sale of the property is complete.

10.2 We will offer
3% on the first $100,000 and 1.5% on the balance
(plus GST) from our fee to the buyer's brokerage.

10.3 You must pay our fee if:
(a) while this agreement is in effect, you enter into a legally binding contract to sell the property, whether through us or not. You must pay us even if you don't complete the sale, unless you have a legal reason for not completing it.
(b) in the 30 days after this agreement ends, you enter into a legally binding contract to sell the property where the buyer was introduced to the property during the term of this agreement. You must pay us even if you don't complete the sale, unless you have a legal reason for not completing it.

10.4 You authorize us to use any deposit we hold under the purchase contract or this agreement towards money you owe us under this agreement. If the deposit does not cover our fee and any other money owing to us under this agreement, you must pay us the outstanding balance by 2 days:
(a) after the sale is completed, or
(b) from when this agreement ends.

10.5 You must instruct your lawyer to deduct from the deposit and proceeds of sale, or money forfeited by or recovered from the buyer, the amount that you owe us under this agreement.

10.6 You do not pay our fee if you:
(a) sell the property to a buyer excluded in writing from this agreement.
(b) sign a seller representation agreement with another brokerage that begins after this agreement ends.

10.7 If you change your mind about selling the property, you must tell us in writing. You must reimburse us for our reasonable expenses up to the time you tell us. Reasonable expenses will include: ______

If you pay these reasonable expenses, it does not remove your responsibility to pay other amounts you may owe us under this agreement.

10.8 If the buyer does not complete a legally binding contract to buy the property and has no legal reason for not completing it, the buyer may forfeit the deposit. If the buyer forfeits the deposit you will pay us our fee or 50% of the forfeited deposit, whichever is less.

10.9 You agree that all of your interest in the land, buildings and attached goods may be encumbered for our benefit to secure payment of all money that you owe us under this agreement. We and you agree that we are entitled to encumber the land, buildings, and attached goods under the *Land Titles Act* (Alberta).

10.10 If we have to enforce any of our rights under this agreement and we are successful, you will pay us our reasonable enforcement costs including lawyer and client fees.

10.11 We must not accept any other fees including finder's fees, referral fees, bonuses or gifts directly or indirectly related to this agreement, unless we first tell you in writing everything relevant about the payment and you consent in writing to the payment.

11. PERSONAL AND CONFIDENTIAL INFORMATION

11.1 For the purposes of this agreement, "Listing Information" includes all information required for the listing of the property, including your personal and confidential information. This includes but is not limited to your name, property address, images and audio and video recordings of the property, listing, pricing and sales information, existence of conditional offers, the unconditional sale price, and date of sale of the property.

11.2 You give your consent to us to collect, maintain, use and disclose the Listing Information, both now and at any time in the future, for the purposes of this agreement and for all uses set forth in this agreement including listing and marketing the property in any medium, including electronic media. You release us and our brokerage representatives from all claims and liability arising from these consented uses.

11.3 You consent to our collection, use, and disclosure of the Listing Information:
(a) in our databases and in any databases we choose to use, regardless of whether we operate or control the databases.

(b) for any business purpose, including making comparative analyses and sharing information with appraisers and other brokerages.

11.4 You acknowledge that we, our local real estate board, our provincial real estate association, and the listing services we use may:

(a) disclose the Listing Information to others authorized to use the listing service, like other brokers, appraisers, government departments, municipal organizations, and others.
(b) use the Listing Information to gather, keep, and publish statistics which may be used to conduct comparative market analyses.
(c) use the Listing Information to better list, market, and sell real estate.

11.5 We will not use or disclose your Listing Information except as set forth in clauses 11.2, 11.3, or 11.4, or as required by law.

11.6 We will not give you any confidential information we have because of a past or present agency relationship with someone else.

12. ONGOING OBLIGATIONS

12.1 Our duty under clauses 11.1 through 11.5 to keep your Listing Information confidential in accordance with the terms thereof continues after this agreement ends.

13. INDEMNIFICATION

13.1 You agree that you will indemnify us and our brokerage representatives against all claims and legal actions that may arise because we reasonably and in good faith relied on information you gave us. This means that you will have to pay us in full for the outcome of these claims and legal actions and any related expenses including legal fees.

14. PROPERTY INFORMATION, NOTICES AND PERMITS

14.1 You are required by law to disclose material latent defects. These are known defects in the property that are not discoverable through a reasonable inspection and that may make the property dangerous or potentially dangerous to occupants or unfit for habitation. You may also be required to disclose defects that would be expensive to fix, government and local authority notices and lack of development permits.

(a) Are you aware of material latent defects in the property? ☐ Yes ☒ No
(b) Do you know of any defects that would be expensive to fix? ☐ Yes ☒ No
(c) Have you received any government or local authority notices? ☐ Yes ☒ No
(d) Do you know of any lack of permits for any development on the property? ☐ Yes ☒ No

If *yes* to any of the above, complete the Defect Disclosure Instruction Schedule.

15. ADDITIONAL TERMS (IF ANY)

16. EARLY END TO THIS AGREEMENT

16.1 Despite the end date listed at the beginning of this agreement, the agreement ends immediately if any of these things happen:

(a) you complete a sale of the property.
(b) we and you agree in writing to an earlier end date.
(c) our licence to trade in real estate is suspended or cancelled.
(d) we are bankrupt, insolvent, or we are in receivership.
(e) you materially breach this agreement and we give you written notice to end it, or we materially breach this agreement and you give us written notice to end it.
(f) you give us written notice to end this agreement because our board membership status changes to the extent that we cannot fulfill our obligations under this agreement.

If the agreement ends for any of these reasons, our rights and your rights under this agreement will not be affected.

17. OTHER DETAILS ABOUT THIS AGREEMENT

17.1 Documents attached to this agreement only form part of this agreement if we and you sign or initial them. In addition to the property schedule selected in clause 1.1, this agreement includes these attached documents:
ADDENDUM - Municipal & legal descriptions
ADDENDUM - Additional Terms

17.2 Any future changes to this agreement must be in writing and signed by both of us to be effective.

17.3 Words with a singular meaning may be read as plural when required by the context.

17.4 If any clauses added to this agreement conflict with standard clauses in this agreement, the added clauses apply.

17.5 This agreement is the entire agreement between us and you. Anything we discussed with you, or that you told us, is not part of this agreement unless it is in this agreement.

17.6 This agreement is for the benefit of and will be binding on the heirs, administrators, executors, successors and assigns of you and us.

17.7 The laws of the Province of Alberta govern this agreement.

17.8 A sale is complete when all money has been paid to you or your lawyer and is releasable.

18. SELLER ACKNOWLEDGEMENT

18.1 You acknowledge that:

(a) you have read this agreement
(b) you have received and read the Guide.
(c) this agreement creates a sole agency relationship with the designated agent, as the Guide describes.
(d) you had the opportunity to get independent advice from a lawyer, tax adviser, lender, appraiser, surveyor, structural engineer, property inspector or such other professional service provider as you require before signing this agreement.
(e) this agreement accurately sets out what we and you agree to.

19. CONTACT INFORMATION

19.1 The following contact information must be used for all written communications between us and you. If this contact information changes, we and you must tell each other in writing within two days of the change.

SELLER:

Name 272649 Alberta Ltd.	Name
Address 2400 10303 Jasper Ave Edmonton, AB T5J 3N6 (postal code)	Address (postal code)
Phone Fax	Phone Fax
Email \	Email

BROKERAGE:	**BROKERAGE REPRESENTATIVE:**
Name Re/Max Grande Prairie	Name Kim Lissoway
Address 10114 100 Street Grande Prairie AB t8v2l9 (postal code)	Address: c/o the Brokerage
Phone 780-538-4747 Fax	Phone (780) 538-4747 Fax (780) 539-6740
Email	Email kim@mylifestyleagents.ca

19.2 We and you may communicate and deliver documents and information to each other in person, by mail, or electronically. We and you acknowledge there are risks with each of these methods and we have explained these risks to you.

19.3 We and you agree that for our communication an electronic signature will have the same function as an ink signature and that any documents or information exchanged between us will be considered delivered when they are sent.

SIGNATURES:

SIGNED AND DATED on ______________________________, 20____.

Signature of Seller	Signature of Seller
Print Name of Seller	Print Name of Seller
Signature of Witness	Signature of Witness
Print Name of Witness	Print Name of Witness
Signature of Brokerage Representative	Kim Lissoway Print Name of Brokerage Representative

Seller: Initial here to show you have received a copy of this Agreement __________

Initials Dated at _______ . m. on ______________________________, 20_____.

NON-OWNER SPOUSE SIGNATURE (when dower rights apply):

Signed and dated at ______________________, Alberta at _______. m. on ______________________________, 20______.

____
Non-Owner Spouse Signature

____
Non-Owner Spouse Name (print)

____
Witness Signature

____
Witness Name (print)

AREA
Alberta Real Estate Association

HCD-KL
Agreement Number

ADDENDUM

(For adding contract terms)

This document forms part of agreement #: HCD-KL

Brokerage: Remax Grande Prairie
Buyer/Seller: 272649 Alberta Ltd.

Brokerage: ______
Buyer/Seller: ______

Municipal Address: 9613, 9615, 9617, 9619, 9621, 9622 Hillcrest Drive   Grande Prairie   AB   T8V 1A6

The following terms are part of the contract:

9613 Hillcrest Drive - Lot 1
9615 Hillcrest Drive - Lot 2
9617 Hillcrest Drive - Lot 3
9619 Hillcrest Drive - Lot 4
9621 Hillcrest Drive - Lot 5
9622 Hillcrest Drive - Lot 6

Dated at ___:___ __.m. on ___ ________, 20___:

Brokerage Signature: ______ Witness Signature: ______ Witness Name (print): ______

Brokerage Signature: ______ Witness Signature: ______ Witness Name (print): ______

Dated at ___:___ __.m. on ___ ________, 20___:

Buyer/Seller Signature: ______ Witness Signature: ______ Witness Name (print): ______

Buyer/Seller Signature: ______ Witness Signature: ______ Witness Name (print): ______

AREA
Alberta Real Estate Association

____
Agreement Number

ADDENDUM
(For adding contract terms)

This document forms part of agreement #: ______________

Brokerage Remax Grande Prairie Buyer/Seller 272649 Alberta Ltd.

Brokerage ______________ Buyer/Seller ______________

Municipal Address: Hillcrest Drive Grande Prairie AB T8V 1A6

The following terms are part of the contract:

1.) The broker has read and understands the provisions, milestones and other relevant dates outlined in Appendix A of the draft SISP and draft SISP Order (collectively, the "SISP Documents");
2.) The broker agrees to market the property in accordance with the provisions, milestones and other relevant dates outlined in the SISP Documents;
3.) The broker understands and agrees that notwithstanding the termination clauses otherwise noted in this agreement, the Seller cannot confirm that this listing agreement will extend past August 31, 2023 if no acceptable offer is received by this date;
4.) All offers received are subject to Court approval in the CCAA proceedings of the Seller; and
5.) In the event of conflicts or inconsistencies between this Agreement (on the one hand) and the SISP Documents (on the other hand), such conflicts or inconsistences shall be resolved in favour of the SISP Documents, which shall (to the extent of any such conflicts or inconsistencies) prevail over this Agreement

Dated at ___:___ .m. on ______________, 20___:

Brokerage Signature: ______________ Witness Signature: ______________ Witness Name (print): ______________

Brokerage Signature: ______________ Witness Signature: ______________ Witness Name (print): ______________

Dated at ___:___ .m. on ______________, 20___:

Buyer/Seller Signature: ______________ Witness Signature: ______________ Witness Name (print): ______________

Buyer/Seller Signature: ______________ Witness Signature: ______________ Witness Name (print): ______________

AREA Alberta Real Estate Association

Inverness Estates
Agreement Number

COMMERCIAL EXCLUSIVE SELLER REPRESENTATION AGREEMENT

An Agreement to Exclusively Represent a Seller
(For Use in Designated Agency Brokerages)
Between

THE BROKERAGE (WE) and **THE SELLER (YOU)**

Name **Grassroots Realty Group Ltd.** Name **Grand Prairie Place Enterprises (1996) Inc**

Name ______ Name ______

1. THE PROPERTY

1.1 The land and buildings at (municipal address): **Inverness Estates**
Grande Prairie, AB **T8V 0N4**

including the following goods not attached to the land and buildings:
Sold as is.

and all goods attached to the land and buildings, **except**: ______

Legal Description (to be used for non-condominium properties only):
Plan ______ Block ______ Lot ______
SEE ADDENDUM

If Condominium Property, legal description and details as per the Condominium Property Appendix (attached and listed in section 18.1 of this agreement).

1.2 You authorize us to offer the property for sale for $______, **plus** GST, if applicable.
You must determine whether the sale of the property is subject to GST by getting independent advice. You acknowledge that neither we nor our representatives are giving an opinion about GST applying to the sale of the property and you agree that we and our representatives will not be responsible for the payment of GST.

1.3 The proposed possession date is ______.

2. OUR AGENCY RELATIONSHIP

2.1 You give us the exclusive right to offer the property for sale. We appoint **Morgan MacLean** (the designated agent) to serve as sole agent for you. This agreement creates a sole agency relationship with the designated agent. That means you cannot appoint anyone else as your agent or representative during this agreement. However, we may represent buyers and other sellers.

2.2 If the designated agent is no longer registered with us and at your request, we will appoint another designated agent to serve as sole agent for you or this agreement ends.

2.3 The designated agent's knowledge will not be attributed to us or to our designated agents representing buyers.

2.4 This agreement begins on **April** **24**, 20**23** at ______. m.
It ends on **August** **31**, 20**23** at ______. m.

3. OUR RESPONSIBILITIES

3.1 During this agreement we must:

(a) be impartial in our dealings with you and other buyers represented by us interested in the property.
(b) make sure the designated agent that represents you meets our applicable policies and procedures.
(c) supervise the designated agent and support staff to make sure their responsibilities are met.
(d) hold money we receive in trust, as the *Real Estate Act* requires.
(e) give you a copy of this agreement as soon as possible after signing.

4. THE DESIGNATED AGENT'S RESPONSIBILITIES

4.1 The designated agent must meet their agency responsibilities to you in a timely manner.

4.2 The designated agent's agency responsibilities to you include the duties of loyalty, obedience, confidentiality, reasonable care and skill, full disclosure, and full accounting.

4.3 In addition to the responsibilities described above, the designated agent must also:

(a) market the property, until the property is sold under this agreement, or this agreement ends.

(b) keep you informed of their marketing activities and any resulting transaction.
(c) tell any buyer interested in the property that they are your agent.
(d) tell buyers of all material latent defects affecting the property that they are aware of.
(e) help you negotiate favourable terms and conditions with a buyer.
(f) help you to prepare and comply with a contract to sell the property.
(g) present all offers and counteroffers to and from you, even when you have accepted a purchase contract. However, they need not seek additional offers while there is an unconditional purchase contract.
(h) tell you relevant facts about the transaction.

4.4 The designated agent is providing services as a real estate professional, not as a lawyer, tax advisor, lender, appraiser, surveyor, structural engineer, property inspector, or other professional service provider.

5. MLS® SYSTEM AND THE DESIGNATED AGENT'S OTHER SERVICES

5.1 The designated agent will advertise and market the property using the MLS® System. The MLS® System is a web-based service that allows seller representatives to list properties for sale and share information about those properties. All listings on the MLS® System must: (a) be for a minimum duration of 60 days; (b) provide compensation for cooperating brokers for the sale of the property; and (c) not exclude any licensed industry member from acting as a cooperating broker.

5.2 You request and the designated agent agrees to provide the following other services:

(a) to install a "For Sale" sign on the property. ☒ Yes ☐ No
(b) to advertise the property. ☒ Yes ☐ No
(c) to show the property at times acceptable to the seller and, if any, the tenant(s). ☐ Yes ☐ No
(d) ______________________________
(e) ______________________________

6. YOUR RESPONSIBILITIES

6.1 During this agreement you must:
(a) provide us with a real property report showing the current state of improvements on the property according to the Alberta Land Surveyors' Manual of Standard Practice, with evidence of municipal compliance or non-conformance, within ten days of signing this agreement, unless the property is a conventional condominium or there are no improvements on the land. Not having this real property report may result in problems on closing or rescission of the purchase contract.
(b) insure the property and its contents against loss or damage due to causes normally insured against for similar properties, even if your property is vacant.
(c) communicate and cooperate with us.
(d) provide us with all the information necessary for the listing and marketing of the property.
(e) tell us if the property's condition, status or title changes.
(f) tell us about inquiries you make or receive about the sale of the property.
(g) determine whether the property is subject to GST.
(h) determine and tell us if you will have enough money left over after the sale of your property to cover payment of your mortgage balance (including any payout penalties) and any other obligations you must pay out with the sale money.

6.2 During this agreement and 90 days after this agreement ends, you must give us copies of any offers you make or receive for the sale of the property, unless you sign a seller representation agreement with another brokerage that begins after this agreement ends.

7. YOUR WARRANTIES AND REPRESENTATIONS

7.1 You warrant:
(a) you have authority to sell the property as described, including attached and unattached goods.
(b) no one else has a legal right to the attached and unattached goods.
(c) the goods attached to the property and the included unattached goods listed in clause 1.1 are free and clear of financial encumbrances.
(d) you have told us about all third party rights to the property that you know about.
(e) all information you give us is true to the best of your knowledge.
(f) the property is not currently the subject of any seller representation agreement.

7.2 You warrant, to the best of your knowledge, the following are true:
(a) the land and buildings are currently being used according to municipal bylaws.
(b) the buildings and land improvements are entirely on the land and not on any easement, right-of-way, or neighbouring lands (unless there is a registered agreement on title).
(c) the location of the buildings or improvements meet municipal bylaws or regulations **or** the buildings and improvements are "non-conforming buildings" as defined in the *Municipal Government Act* (Alberta).
(d) the land and buildings are currently being used according to, and the location of the buildings and land improvements meet, the restrictive covenants on title (if any).
(e) you are not a non-resident of Canada under the *Income Tax Act* (Canada).
(f) where applicable, you have complied with the bylaws of the Condominium Corporation.

8. DOWER CONSENT

8.1 Dower rights may apply if the property is a homestead pursuant to the Dower Act (Alberta). The following questions must be answered if you are the only registered owner of the property:

(a) Are you legally married? (includes a separated couple not yet legally divorced but does not include a couple in a common law relationship). ☐ Yes ☐ No

(b) Have you or your spouse resided on the property at any time since your marriage? ☐ Yes ☐ No

If you answered ***yes*** to both questions and the property is a homestead as defined by the Dower Act (Alberta), your spouse will have to complete the Dower Consent and Acknowledgement and sign this agreement in the Signature Section – Non-Owner Spouse Signature (when dower rights apply).

9. IMPORTANT INFORMATION

9.1 You will provide the following Important Information to us promptly and at your expense:

(a) if the property is a resale condominium, the Important Information as described in the Condominium Property Appendix (attached and listed in section 18.1 of this agreement).

(b) all other applicable property information which may be relevant and material to a purchase of the property including, but not limited to, financial information such as annual property operating data (APOD), tenant schedules and leases, service and supply contracts, engineering reports, environmental assessment reports, building plans and specifications.

9.2 In the event that you fail to provide the Important Information, you authorize us to obtain it on your behalf and at your expense.

10. CONFLICTS OF INTEREST

10.1 It is not a conflict of interest if the designated agent simply shows the property to a buyer they also represent.

10.2 A conflict of interest occurs when the designated agent acts as the sole agent for both you and the buyer. In that case, they must tell you there is a conflict and tell you and the buyer your options.

10.3 If there is a conflict, you and the buyer may agree to have the designated agent act as a transaction facilitator. In that case, they work for both sides to bring about a purchase and sale and do not act as sole agent for either of you.

10.4 If the designated agent, you or the buyer decide not to have them facilitate the transaction, they will act as the sole agent of the side which first signed a representation agreement with us, unless we all agree otherwise in writing.

10.5 If the designated agent does not continue to act as your sole agent, you may ask us to designate another agent from our brokerage, you may choose another brokerage, ask our designated agent to refer you to another brokerage, or have a customer relationship with the designated agent. If you are a customer, the designated agent's responsibilities are limited to acting honestly, using reasonable care and skill, and making sure any information they give is correct.

11. OUR FEE AND LIMITS ON PAYMENTS

11.1 Our fee is
5.5/3%
plus GST and is due when the sale of the property is complete.

11.2 We will offer
3/1.5%
plus GST from our fee to the buyer's brokerage.

11.3 You must pay our fee if:

(a) while this agreement is in effect, you enter into a legally binding contract to sell, exchange, or otherwise dispose of the property, whether through us or not. You must pay us even if you don't complete the sale, unless you have a legal reason for not completing it.

(b) in the 90 days after this agreement ends, you enter into a legally binding contract to sell the property where the buyer was introduced to the property during the term of this agreement. You must pay us even if you don't complete the sale, unless you have a legal reason for not completing it.

(c) a buyer is found who is willing and able to complete the sale upon the conditions outlined in this agreement but you refuse to sign the purchase contract.

11.4 You authorize us to use any deposit we hold under the purchase contract or this agreement towards money you owe us under this agreement. If the deposit does not cover our fee and any other money owing to us under this agreement, you must pay us the outstanding balance by two (2) days:

(a) after the sale is completed, or

(b) from when this agreement ends.

11.5 You must instruct your lawyer to deduct from the deposit and proceeds of sale, or money forfeited by or recovered from the buyer, the amount that you owe us under this agreement. Any holdbacks or conditions accepted by you or your lawyer will not delay payment of the fee to us.

11.6 You do not pay our fee if you:

(a) sell the property to a buyer excluded in writing from this agreement.

(b) sign a seller representation agreement with another brokerage that begins after this agreement ends.

11.7 If you change your mind about selling the property, you must tell us in writing. You must reimburse us for our reasonable expenses up to the time you tell us. Reasonable expenses will include: ____________________

If you pay these reasonable expenses, it does not remove your responsibility to pay other amounts you may owe us under this agreement.

11.8 If the buyer does not complete a legally binding contract to buy the property and has no legal reason for not completing it, the buyer may forfeit the deposit. If the buyer forfeits the deposit you will pay us our fee or 50% of the forfeited deposit, whichever is less.

11.9 You agree that all of your interest in the land, buildings and attached goods may be encumbered for our benefit to secure payment of all money that you owe us under this agreement. We and you agree that we are entitled to encumber the land, buildings, and attached goods under the *Land Titles Act* (Alberta).

11.10 If we have to enforce any of our rights under this agreement and we are successful, you will pay us our reasonable enforcement costs including lawyer and client fees.

11.11 If you owe money under this agreement and we do not wish to enforce this agreement against you, then upon mutual agreement between us and the buyer's brokerage, we may assign this agreement to the buyer's brokerage. If this agreement is assigned, then the buyer's brokerage may enforce this agreement against you to collect the portion of the fee to which the buyer's brokerage is entitled in section 11.2, and the buyer's brokerage will have the same rights and security given to us in this agreement.

11.12 If the property is owned by a limited company, a sale of shares representing a controlling interest in the property will constitute a sale for the purposes of this agreement.

11.13 "Sale" and "purchase" include an exchange, option, lease or other acquisition/disposition of an interest in the property for the purposes of this agreement.

11.14 We must not accept any other fees including finder's fees, referral fees, bonuses or gifts directly or indirectly related to this agreement, unless we first tell you in writing everything relevant about the payment and you consent in writing to the payment.

12. PERSONAL AND CONFIDENTIAL INFORMATION

12.1 For the purposes of this agreement, "Listing Information" includes all information required for the listing of the property, including your personal and confidential information. This includes but is not limited to your name, property address, images and audio and video recordings of the property, listing, pricing and sales information, existence of conditional offers, the unconditional sale price, and date of sale of the property.

12.2 You give your consent to us to collect, maintain, use and disclose the Listing Information, both now and at any time in the future, for the purposes of this agreement and for all uses set forth in this agreement including listing and marketing the property in any medium, including electronic media. You release us and our brokerage representatives from all claims and liability arising from these consented uses.

12.3 You consent to our collection, use, and disclosure of the Listing Information:

(a) in our databases and in any databases we choose to use, regardless of whether we operate or control the databases.

(b) for any business purpose, including making comparative analyses and sharing information with appraisers and other brokerages.

12.4 You acknowledge that we, our local real estate board, our provincial real estate association, and the listing services we use may:

(a) disclose the Listing Information to others authorized to use the listing service, like other brokers, appraisers, government departments, municipal organizations, and others.

(b) use the Listing Information to gather, keep, and publish statistics which we may use to conduct comparative market analyses.

(c) use the Listing Information to better list, market, and sell real estate.

12.5 We will not use or disclose your Listing Information except as set forth in clauses 12.2, 12.3 or 12.4, or as required by law.

12.6 We will not give you any confidential information we have because of a past or present agency relationship with someone else.

13. ONGOING OBLIGATIONS

13.1 Our duty under clauses 12.1 through 12.5 to keep your Listing Information confidential in accordance with the terms thereof continues after this agreement ends.

14. INDEMNIFICATION

14.1 You agree that you will indemnify us and our brokerage representatives against all claims and legal actions that may arise because we reasonably and in good faith relied on information you gave us. This means that you will have to pay us in full for the outcome of these claims and legal actions and any related expenses including legal fees.

15. PROPERTY INFORMATION, NOTICES AND PERMITS

15.1 You are required by law to disclose material latent defects. These are known defects in the property that are not discoverable through a reasonable inspection and that may make the property dangerous or potentially dangerous to occupants or unfit for habitation. You may also be required to disclose defects that would be expensive to fix, government and local authority notices and lack of development permits.

(a) Are you aware of material latent defects in the property? ☐ Yes ☐ No

(b) Do you know of any defects that would be expensive to fix? ☐ Yes ☐ No

(c) Have you received any government or local authority notices? ☐ Yes ☐ No

(d) Do you know of any lack of permits for any development on the property? ☐ Yes ☐ No

If ***yes*** to any of the above, complete the Defect Disclosure Instruction Schedule.

16. ADDITIONAL TERMS (IF ANY)

The purpose of this contract being on a Commercial listing contract is to advertise these units as one large package. While also advertising the units individually.

Addendum forms as part of this contract.

17. EARLY END TO THIS AGREEMENT

17.1 Despite the end date listed at the beginning of this agreement, the agreement ends immediately if any of these things happen:
- (a) you complete a sale of the property.
- (b) we and you agree in writing to an earlier end date.
- (c) our licence to trade in real estate is suspended or cancelled.
- (d) we are bankrupt, insolvent, or we are in receivership.
- (e) you materially breach this agreement and we give you written notice to end it, or we materially breach this agreement and you give us written notice to end it.
- (f) you give us written notice to end this agreement because our board membership status changes to the extent that we cannot fulfill our obligations under this agreement.

If the agreement ends for any of these reasons, our rights and your rights under this agreement will not be affected.

17.2 When this agreement ends, we will immediately remove the property as an active listing on any listing service, cease all marketing activities for the property, remove all signs and any lockbox from the property, and return documents and other materials provided by you.

17.3 Ending this agreement for whatever reason does not relieve us of our duties to account for all monies received by us and confidentiality to you.

18. OTHER DETAILS ABOUT THIS AGREEMENT

18.1 Documents attached to this agreement only form part of this agreement if we and you sign or initial them. This agreement includes these attached documents:

____

____

18.2 Any future changes to this agreement must be in writing and signed by both of us to be effective.

18.3 Words with a singular meaning may be read as plural when required by the context.

18.4 If any clauses added to this agreement conflict with standard clauses in this agreement, the added clauses apply.

18.5 This agreement is the entire agreement between us and you. Anything we discussed with you, or that you told us, is not part of this agreement unless it is in this agreement.

18.6 This agreement is for the benefit of and will be binding on the heirs, administrators, executors, successors and assigns of you and us.

18.7 The laws of the Province of Alberta govern this agreement.

18.8 A sale is complete when all money has been paid to you or your lawyer and is releasable.

19. ADVICE TO THE SELLER

19.1 If you have entered into any long-term contracts that relate to the property, for example, agreements for gas or utility services or security monitoring, you should verify termination policies and any possible financial penalties with the other contracting party.

20. SELLER ACKNOWLEDGEMENT

20.1 You acknowledge that:
- (a) you have read this agreement
- (b) this agreement creates a sole agency relationship with the designated agent.
- (c) you had the opportunity to get independent advice from a lawyer, tax adviser, lender, appraiser, surveyor, structural engineer, property inspector or such other professional service provider as you require before signing this agreement.
- (d) this agreement accurately sets out what we and you agree to.

21. CONTACT INFORMATION

21.1 The following contact information must be used for all written communications between us and you. If this contact information changes, we and you must tell each other in writing within two days of the change.

SELLER:

Name **Grand Prairie Place Enterprises (1996) Inc**	Name ______
Address ______ (postal code)	Address ______ (postal code)
Phone ______ Fax ______	Phone ______ Fax ______
Email ______	Email ______

BROKERAGE:

Name Grassroots Realty Group Ltd.

Address 8805 Resources Road Grande Prairie AB T8V3A6 (postal code)

Phone (833) 477-6687 Fax

Email

BROKERAGE REPRESENTATIVE:

Name Morgan MacLean

Address: c/o the Brokerage

Phone (780)-518-1567 Fax

Email macleansold@gmail.com

21.2 We and you may communicate and deliver documents and information to each other in person, by mail, or electronically. We and you acknowledge there are risks with each of these methods and we have explained these risks to you.

21.3 We and you agree that for our communication an electronic signature will have the same function as an ink signature and that any documents or information exchanged between us will be considered delivered when they are sent.

SIGNATURES:

SIGNED AND DATED on ______________________________ , 20_____.

Signature of Seller/Authorized Signing Officer	Signature of Seller/Authorized Signing Officer
Print Name of Seller/Authorized Signing Officer	Print Name of Seller/Authorized Signing Officer
Signature of Witness	Signature of Witness
Print Name of Witness	Print Name of Witness
Signature of Brokerage Representative	Morgan MacLean Print Name of Brokerage Representative

Seller: Initial here to show you have received a copy of this Agreement ___________

Initials Dated at ________. m. on ______________________________, 20______.

NON-OWNER SPOUSE SIGNATURE (when dower rights apply):

Signed and dated at ______________________, Alberta at ________. m. on ______________________, 20_______.

Non-Owner Spouse Signature	Non-Owner Spouse Name (print)
Witness Signature	Witness Name (print)

Inverness Estates
Agreement Number

ADDENDUM
(For adding contract terms)

This document forms part of agreement #: Inverness Estates

Brokerage Grassroots Realty Group Ltd. Buyer/Seller Grande Prairie Place Enterprise (1996) Inc

Brokerage ______________ Buyer/Seller Grand Prairie Place Enterprises (1996) Inc

Municipal Address: Inverness Estates Grande Prairie, AB T8V 0N4

The following terms are part of the contract:

Subject Addresses: Inverness Estates

Unit 275; Plan 0628168; Linc 0032133712	Unit 287; Plan 0628168; Linc 0032133187	Unit 345; Plan 0628168; Linc 0032134413
Unit 351; Plan 0628168; Linc 0032134470	Unit 388; Plan 0628168; Linc 0032049735	Unit 390; Plan 0628168; Linc 0033049751
Unit 391; Plan 0628468; Linc 0033049768	Unit 395; Plan 0628168; Linc 0033049800	Unit 411; Plan 0628168; Linc 0033049966
Unit 412; Plan 0628168; Linc 0033049974	Unit 413; Plan 0628168; Linc 0033049982	Unit 423; Plan 0628168; Linc 0033050089
Unit 530; Plan 0648168; Linc 0033020122	Unit 436; Plan 0628168; Linc 0033050212	Unit 556; Plan 0628168; Linc 0033020311
Unit 457; Plan 0628168; Linc 0033050428	Unit 459; Plan 0628168; Linc 0033050444	Unit 471; Plan 0628168; Linc 0033050568
Unit 483; Plan 0628168; Linc 0033050568	Unit 494; Plan 0628168; Linc 0033050790	Unit 499; Plan 0628168; Linc 0033050840
Unit 511; Plan 0628168; Linc 0033050964	Unit 415; Plan 0628168; Linc 0033040998	Unit 519; Plan 0628168; Linc 0033051046
Unit 246; Plan 0648168; Linc 0033021111	Unit 528; Plan 0628168; Linc 0033051137	Unit 544; Plan 0628168; Linc 0033057293
Unit 546; Plan 0628168; Linc 0033051319	Unit 553; Plan 0612462; Linc 0033054328	Unit 565; Plan 0628168; Linc 0033051509
Unit 577; Plan 0628168; Linc 0033051624	Unit 485; Plan 0628968; Linc 0033049611	Unit 594; Plan 0628168; Linc 0033051798
Unit 606; Plan 0628168; Linc 0033051913		

Dated at ____:____ __.m. on ____ ______________, 20___:

Brokerage Signature: ______________ Witness Signature: ______________ Witness Name (print): ______________

Brokerage Signature: ______________ Witness Signature: ______________ Witness Name (print): ______________

Dated at ____:____ __.m. on ____ ______________, 20___:

Buyer/Seller Signature: ______________ Witness Signature: ______________ Witness Name (print): ______________

Buyer/Seller Signature: ______________ Witness Signature: ______________ Witness Name (print): ______________

ADDENDUM

(For adding contract terms)

This document forms part of agreement #: **Inverness Estates**

Brokerage **Grassroots Realty Group Ltd.** Buyer/Seller **Grande Prairie Place Enterprises (1996) Inc**

Brokerage ______ Buyer/Seller Grand Prairie Place Enterprises (1996) Inc

Municipal Address: **Inverness Estates** **Grande Prairie, AB** **T8V 0N4**

The following terms are part of the contract:

1.) The broker has read and understands the provisions, milestones and other relevant dates outlined in Appendix A of the draft SISP and draft SISP Order (collectively, the "SISP Documents");

2.) The broker agrees to market the property in accordance with the provisions, milestones and other relevant dates outlined in the SISP Documents;

3.) The broker understands and agrees that notwithstanding the termination clauses otherwise noted in this agreement, the Seller cannot confirm that this listing agreement will extend past August 31, 2023 if no acceptable offer is received by this date;

4.) All offers received are subject to Court approval in the CCAA proceedings of the Seller; and

5.) In the event of conflicts or inconsistencies between this Agreement (on the one hand) and the SISP Documents (on the other hand), such conflicts or inconsistences shall be resolved in favour of the SISP Documents, which shall (to the extent of any such conflicts or inconsistencies) prevail over this Agreement

Dated at ____:_____ __.m. on ____ ________________, 20___:

Brokerage Signature: ________________ Witness Signature: ________________ Witness Name (print): ________________

Brokerage Signature: ________________ Witness Signature: ________________ Witness Name (print): ________________

Dated at ____:_____ __.m. on ____ ________________, 20___:

Buyer/Seller Signature: ________________ Witness Signature: ________________ Witness Name (print): ________________

Buyer/Seller Signature: ________________ Witness Signature: ________________ Witness Name (print): ________________

AREA Alberta Real Estate Association

Juniper
Agreement Number

EXCLUSIVE SELLER REPRESENTATION AGREEMENT

An Agreement to Exclusively Represent a Seller
(For Use in Designated Agency Brokerages)
Between

THE BROKERAGE (WE)	and	THE SELLER (YOU)
Name Grassroots Realty Group Ltd.		Name 627612 Alberta Ltd.
Name ______		Name ______

1. THE PROPERTY

1.1 The land and buildings at (municipal address): ______
SEE ADDENDUM

including the following goods not attached to the land and buildings:
Sold as is where is.

and all goods attached to the land and buildings, **except**: ______

Legal Description (to be used for non-condominium and non-country residential properties only):
Plan ______ Block ______ Lot ______
SEE ADDENDUM

Legal descriptions for condominium and country residential properties must be put in a property specific schedule. Indicate the applicable schedule below, complete and attach it. Other schedules may be required. Additional schedules must be listed in clause 17.1.

- ☐ **Condominium Property Schedule**
- ☐ **Country Residential Property Schedule**

1.2 You authorize us to offer the property for sale for $______, including GST, if applicable. You must determine whether the sale of the property is subject to GST by getting independent advice. You acknowledge that neither we nor our representatives are giving an opinion about GST applying to the sale of the property and you agree that we and our representatives will not be responsible for the payment of GST.

1.3 The proposed possession date is Negotiable.

2. OUR AGENCY RELATIONSHIP

2.1 You give us the exclusive right to offer the property for sale. We appoint Morgan MacLean (the designated agent) to serve as sole agent for you. This agreement creates a sole agency relationship with the designated agent, as the Real Estate Council of Alberta's *Consumer Relationships Guide* (Guide) explains. That means you cannot appoint anyone else as your agent or representative during this agreement. However, we may represent buyers and other sellers.

2.2 If the designated agent is no longer registered with us and at your request, we will appoint another designated agent to serve as sole agent for you or this agreement ends.

2.3 The designated agent's knowledge will not be attributed to us or to our designated agents representing buyers.

2.4 This agreement begins on April 24, 2023 at ______ . m.
It ends on August 31, 2023 at ______ . m.

3. OUR RESPONSIBILITIES

3.1 During this agreement we must:

(a) be impartial in our dealings with you and other buyers represented by us interested in the property.
(b) make sure the designated agent that represents you meets our applicable policies and procedures.
(c) supervise the designated agent and support staff to make sure their responsibilities are met.
(d) hold money we receive in trust, as the *Real Estate Act* requires.
(e) give you a copy of this agreement as soon as possible after signing.

4. THE DESIGNATED AGENT'S RESPONSIBILITIES

4.1 The designated agent must meet their agency responsibilities to you in a timely manner.

4.2 In addition to the responsibilities described in the Guide, the designated agent must also:
(a) market the property, until the property is sold under this agreement, or this agreement ends.
(b) keep you informed of their marketing activities and any resulting transaction.
(c) tell any buyer interested in the property that they are your agent.
(d) tell buyers of all material latent defects affecting the property that they are aware of.
(e) help you negotiate favourable terms and conditions with a buyer.
(f) help you to prepare and comply with a contract to sell the property.
(g) present all offers and counteroffers to and from you, even when you have accepted a purchase contract. However, they need not seek additional offers while there is an unconditional purchase contract.
(h) tell you relevant facts about the transaction.

5. MLS® SYSTEM AND THE DESIGNATED AGENT'S OTHER SERVICES

5.1 The designated agent will advertise and market the property using the MLS® System. The MLS® System is a web-based service that allows seller representatives to list properties for sale and share information about those properties. All listings on the MLS® System must: (a) be for a minimum duration of 60 days; (b) provide compensation for cooperating brokers for the sale of the property; and (c) not exclude any licensed industry member from acting as a cooperating broker.

5.2 You request and the designated agent agrees to provide the following other services:
(a) to install a lock-box on the property to provide access to authorized persons. ☐ Yes ☐ No
(b) ______________________________
(c) ______________________________
(d) ______________________________

6. YOUR RESPONSIBILITIES

6.1 During this agreement you must:
(a) provide us with a real property report showing the current state of improvements on the property according to the Alberta Land Surveyors' Manual of Standard Practice, with evidence of municipal compliance or non-conformance, within ten days of signing this agreement, unless the property is a conventional condominium. Not having this real property report may result in problems on closing or rescission of the purchase contract.
(b) insure the property and its contents against loss or damage due to causes normally insured against for similar properties, even if your property is vacant.
(c) communicate and cooperate with us.
(d) tell us if the property's condition, status or title changes.
(e) tell us about inquiries you make or receive about the sale of the property.
(f) determine whether the sale of the property is subject to GST.
(g) determine and tell us if you will have enough money left over after the sale of your property to cover payment of your mortgage balance (including any payout penalties) and any other obligations you must pay out with the sale money.

6.2 During this agreement and ____ days after this agreement ends, you must give us copies of any offers you make or receive for the sale of the property, unless you sign a seller representation agreement with another brokerage that begins after this agreement ends.

7. YOUR WARRANTIES AND REPRESENTATIONS

7.1 You warrant:
(a) you have authority to sell the property as described, including attached and unattached goods.
(b) no one else has a legal right to the attached and unattached goods.
(c) you have told us about all third party rights to the property that you know about.
(d) all information you give us is true to the best of your knowledge.

7.2 You warrant, to the best of your knowledge, the following are true:
(a) the land and buildings are currently being used according to municipal bylaws.
(b) the buildings and land improvements are entirely on the land and not on any easement, right-of-way, or neighbouring lands (unless there is a registered agreement on title).
(c) the location of the buildings or improvements meet municipal bylaws or regulations **or** the buildings and improvements are "non-conforming buildings" as defined in the *Municipal Government Act* (Alberta).
(d) the land and buildings are currently being used according to, and the location of the buildings and land improvements meet, the restrictive covenants on title (if any).
(e) you are not a non-resident of Canada under the *Income Tax Act* (Canada).

8. DOWER CONSENT

8.1 The following questions must be answered if you are the only registered owner of the property:
(a) Are you legally married? (includes a separated couple not yet legally divorced but does not include a couple in a common law relationship) ☐ Yes ☐ No
(b) Have you or your spouse resided on the property at any time since your marriage? ☐ Yes ☐ No

If you answered ***yes*** to both questions, your spouse will have to complete the Dower Consent and Acknowledgement and sign this agreement in the Signatures section – Non-Owner Spouse Signature (when dower rights apply).

9. CONFLICTS OF INTEREST

9.1 It is not a conflict of interest if the designated agent simply shows the property to a buyer they also represent.

9.2 A conflict of interest occurs when the designated agent acts as the sole agent for both you and the buyer. In that case, they must tell you there is a conflict and tell you and the buyer your options.

9.3 If there is a conflict, you and the buyer may agree to have the designated agent act as a transaction facilitator. In that case, they work for both sides to bring about a purchase and sale and do not act as sole agent for either of you.

9.4 If the designated agent, you or the buyer decide not to have them facilitate the transaction, they will act as the sole agent of the side which first signed a representation agreement with us, unless we all agree otherwise in writing.

9.5 If the designated agent does not continue to act as your sole agent, you may ask us to designate another agent from our brokerage, you may choose another brokerage, ask our designated agent to refer you to another brokerage, or have a customer relationship with the designated agent. If you are a customer, the designated agent's responsibilities are limited to those outlined in the Guide.

10. OUR FEE AND LIMITS ON PAYMENTS

10.1 Our fee is
5.5/3% (5.5% on the first $100,000 & 3% on the remaining balance)
(plus GST) and is due when the sale of the property is complete.

10.2 We will offer
3/1.5%
(plus GST) from our fee to the buyer's brokerage.

10.3 You must pay our fee if:
(a) while this agreement is in effect, you enter into a legally binding contract to sell the property, whether through us or not. You must pay us even if you don't complete the sale, unless you have a legal reason for not completing it.
(b) in the ____ days after this agreement ends, you enter into a legally binding contract to sell the property where the buyer was introduced to the property during the term of this agreement. You must pay us even if you don't complete the sale, unless you have a legal reason for not completing it.

10.4 You authorize us to use any deposit we hold under the purchase contract or this agreement towards money you owe us under this agreement. If the deposit does not cover our fee and any other money owing to us under this agreement, you must pay us the outstanding balance by ____ days:
(a) after the sale is completed, or
(b) from when this agreement ends.

10.5 You must instruct your lawyer to deduct from the deposit and proceeds of sale, or money forfeited by or recovered from the buyer, the amount that you owe us under this agreement.

10.6 You do not pay our fee if you:
(a) sell the property to a buyer excluded in writing from this agreement.
(b) sign a seller representation agreement with another brokerage that begins after this agreement ends.

10.7 If you change your mind about selling the property, you must tell us in writing. You must reimburse us for our reasonable expenses up to the time you tell us. Reasonable expenses will include: ____________________

____
If you pay these reasonable expenses, it does not remove your responsibility to pay other amounts you may owe us under this agreement.

10.8 If the buyer does not complete a legally binding contract to buy the property and has no legal reason for not completing it, the buyer may forfeit the deposit. If the buyer forfeits the deposit you will pay us our fee or 50% of the forfeited deposit, whichever is less.

10.9 You agree that all of your interest in the land, buildings and attached goods may be encumbered for our benefit to secure payment of all money that you owe us under this agreement. We and you agree that we are entitled to encumber the land, buildings, and attached goods under the *Land Titles Act* (Alberta).

10.10 If we have to enforce any of our rights under this agreement and we are successful, you will pay us our reasonable enforcement costs including lawyer and client fees.

10.11 We must not accept any other fees including finder's fees, referral fees, bonuses or gifts directly or indirectly related to this agreement, unless we first tell you in writing everything relevant about the payment and you consent in writing to the payment.

11. PERSONAL AND CONFIDENTIAL INFORMATION

11.1 For the purposes of this agreement, "Listing Information" includes all information required for the listing of the property, including your personal and confidential information. This includes but is not limited to your name, property address, images and audio and video recordings of the property, listing, pricing and sales information, existence of conditional offers, the unconditional sale price, and date of sale of the property.

11.2 You give your consent to us to collect, maintain, use and disclose the Listing Information, both now and at any time in the future, for the purposes of this agreement and for all uses set forth in this agreement including listing and marketing the property in any medium, including electronic media. You release us and our brokerage representatives from all claims and liability arising from these consented uses.

11.3 You consent to our collection, use, and disclosure of the Listing Information:
(a) in our databases and in any databases we choose to use, regardless of whether we operate or control the databases.

(b) for any business purpose, including making comparative analyses and sharing information with appraisers and other brokerages.

11.4 You acknowledge that we, our local real estate board, our provincial real estate association, and the listing services we use may:
(a) disclose the Listing Information to others authorized to use the listing service, like other brokers, appraisers, government departments, municipal organizations, and others.
(b) use the Listing Information to gather, keep, and publish statistics which may be used to conduct comparative market analyses.
(c) use the Listing Information to better list, market, and sell real estate.

11.5 We will not use or disclose your Listing Information except as set forth in clauses 11.2, 11.3, or 11.4, or as required by law.

11.6 We will not give you any confidential information we have because of a past or present agency relationship with someone else.

12. ONGOING OBLIGATIONS

12.1 Our duty under clauses 11.1 through 11.5 to keep your Listing Information confidential in accordance with the terms thereof continues after this agreement ends.

13. INDEMNIFICATION

13.1 You agree that you will indemnify us and our brokerage representatives against all claims and legal actions that may arise because we reasonably and in good faith relied on information you gave us. This means that you will have to pay us in full for the outcome of these claims and legal actions and any related expenses including legal fees.

14. PROPERTY INFORMATION, NOTICES AND PERMITS

14.1 You are required by law to disclose material latent defects. These are known defects in the property that are not discoverable through a reasonable inspection and that may make the property dangerous or potentially dangerous to occupants or unfit for habitation. You may also be required to disclose defects that would be expensive to fix, government and local authority notices and lack of development permits.

(a) Are you aware of material latent defects in the property? ☐ Yes ☐ No
(b) Do you know of any defects that would be expensive to fix? ☐ Yes ☐ No
(c) Have you received any government or local authority notices? ☐ Yes ☐ No
(d) Do you know of any lack of permits for any development on the property? ☐ Yes ☐ No

If *yes* to any of the above, complete the Defect Disclosure Instruction Schedule.

15. ADDITIONAL TERMS (IF ANY)

Addendum forms as part of this contract.

16. EARLY END TO THIS AGREEMENT

16.1 Despite the end date listed at the beginning of this agreement, the agreement ends immediately if any of these things happen:
(a) you complete a sale of the property.
(b) we and you agree in writing to an earlier end date.
(c) our licence to trade in real estate is suspended or cancelled.
(d) we are bankrupt, insolvent, or we are in receivership.
(e) you materially breach this agreement and we give you written notice to end it, or we materially breach this agreement and you give us written notice to end it.
(f) you give us written notice to end this agreement because our board membership status changes to the extent that we cannot fulfill our obligations under this agreement.

If the agreement ends for any of these reasons, our rights and your rights under this agreement will not be affected.

17. OTHER DETAILS ABOUT THIS AGREEMENT

17.1 Documents attached to this agreement only form part of this agreement if we and you sign or initial them. In addition to the property schedule selected in clause 1.1, this agreement includes these attached documents:

____

____

17.2 Any future changes to this agreement must be in writing and signed by both of us to be effective.

17.3 Words with a singular meaning may be read as plural when required by the context.

17.4 If any clauses added to this agreement conflict with standard clauses in this agreement, the added clauses apply.

17.5 This agreement is the entire agreement between us and you. Anything we discussed with you, or that you told us, is not part of this agreement unless it is in this agreement.

17.6 This agreement is for the benefit of and will be binding on the heirs, administrators, executors, successors and assigns of you and us.

17.7 The laws of the Province of Alberta govern this agreement.

17.8 A sale is complete when all money has been paid to you or your lawyer and is releasable.

18. SELLER ACKNOWLEDGEMENT

18.1 You acknowledge that:

(a) you have read this agreement
(b) you have received and read the Guide.
(c) this agreement creates a sole agency relationship with the designated agent, as the Guide describes.
(d) you had the opportunity to get independent advice from a lawyer, tax adviser, lender, appraiser, surveyor, structural engineer, property inspector or such other professional service provider as you require before signing this agreement.
(e) this agreement accurately sets out what we and you agree to.

19. CONTACT INFORMATION

19.1 The following contact information must be used for all written communications between us and you. If this contact information changes, we and you must tell each other in writing within two days of the change.

SELLER:

Name 627612 Alberta Ltd.
Address ______ (postal code)
Phone ______ Fax ______
Email ______

Name ______
Address ______ (postal code)
Phone ______ Fax ______
Email ______

BROKERAGE:

Name Grassroots Realty Group Ltd.
Address 8805 Resources Road Grande Prairie AB T8V3A6 (postal code)
Phone (833) 477-6687 Fax ______
Email ______

BROKERAGE REPRESENTATIVE:

Name Morgan MacLean
Address: c/o the Brokerage
Phone (780)-518-1567 Fax ______
Email macleansold@gmail.com

19.2 We and you may communicate and deliver documents and information to each other in person, by mail, or electronically. We and you acknowledge there are risks with each of these methods and we have explained these risks to you.

19.3 We and you agree that for our communication an electronic signature will have the same function as an ink signature and that any documents or information exchanged between us will be considered delivered when they are sent.

SIGNATURES:

SIGNED AND DATED on ______, 20____.

______
Signature of Seller

______
Signature of Seller

J.W. CARR HOLDINGS LTD.,
Print Name of Seller

______
Print Name of Seller

______
Signature of Witness

______
Signature of Witness

______
Print Name of Witness

______
Print Name of Witness

______
Signature of Brokerage Representative

Morgan MacLean
Print Name of Brokerage Representative

Seller: Initial here to show you have received a copy of this Agreement ______

Initials Dated at ______. m. on ______, 20____.

NON-OWNER SPOUSE SIGNATURE (when dower rights apply):

Signed and dated at ______________________, Alberta at ________. m. on _________________________________, 20_______.

Non-Owner Spouse Signature	Non-Owner Spouse Name (print)
Witness Signature	Witness Name (print)

AREA
Alberta Real Estate Association

Juniper
Agreement Number

ADDENDUM
(For adding contract terms)

This document forms part of agreement #: Juniper

Brokerage Grassroots Realty Group Ltd Buyer/Seller 627612 Alberta Ltd.

Brokerage ______ Buyer/Seller ______

Municipal Address: SEE ADDENDUM

The following terms are part of the contract:
Juniper Apartments:
Plan:1936MC Block: 12 Lot: 18
Plan:1936MC Block: 12 Lot: 19
Plan:1936MC Block: 12 Lot: 20
(2 Duplex Units & 9 Townhome Units)

Additional Terms:
1.) The broker has read and understands the provisions, milestones and other relevant dates outlined in Appendix A of the draft SISP and draft SISP Order (collectively, the "SISP Documents");

2.) The broker agrees to market the property in accordance with the provisions, milestones and other relevant dates outlined in the SISP Documents;

3.) The broker understands and agrees that notwithstanding the termination clauses otherwise noted in this agreement, the Seller cannot confirm that this listing agreement will extend past August 31, 2023 if no acceptable offer is received by this date;

4.) All offers received are subject to Court approval in the CCAA proceedings of the Seller; and

5.) In the event of conflicts or inconsistencies between this Agreement (on the one hand) and the SISP Documents (on the other hand), such conflicts or inconsistences shall be resolved in favour of the SISP Documents, which shall (to the extent of any such conflicts or inconsistencies) prevail over this Agreement

Dated at ____:____ __.m. on ____ ______________, 20___:

Brokerage Signature: ______ Witness Signature: ______ Witness Name (print): ______

Brokerage Signature: ______ Witness Signature: ______ Witness Name (print): ______

Dated at ____:____ __.m. on ____ ______________, 20___:

Buyer/Seller Signature: ______ Witness Signature: ______ Witness Name (print): ______

Buyer/Seller Signature: ______ Witness Signature: ______ Witness Name (print): ______

EXCLUSIVE LISTING AGREEMENT FOR SALE

BETWEEN: **COLLIERS MACAULAY NICOLLS INC.**
2210 Manulife Place, 10180 101 Street, Edmonton, Alberta T5J 3S4
Attention: Mr. Rod Connop / Mr. Taylor Riar
Phone: 780-969-2994 / 780-969-3022
Email: Rod.Connop@Colliers.com / Taylor.Riar@Colliers.com

(hereinafter referred to as "**Colliers**")

And

272649 ALBERTA LTD.
Attention:
Phone:
Email:

(hereinafter referred to as the "**Vendor**")

RE: Clariant Building

THE PROPERTY MUNICIPALLY AND LEGALLY DESCRIBED AS:

9602 118 Street, Grande Prairie
Plan 1523374, Block 7, Lot 3

(hereinafter referred to as the "**Property**")

1) IN CONSIDERATION of Colliers agreeing to act as exclusive agent to sell the available Property, the Vendor HEREBY REQUESTS, AUTHORIZES AND EMPOWERS Colliers to act as its Exclusive Listing Agent for the sale of the Property, on the following terms and conditions, or on such other terms and conditions as may be agreed upon between the Vendor and the purchaser.

2) The Vendor shall pay to Colliers a fee without duplication for a completed sale transaction involving the Property. This fee shall be referred to as "Commission" and shall be calculated as Two and One-Half (2.5%) Percent of the gross sale price of the Property, plus GST. The gross sale price means all monies paid to the Vendor by the purchaser and the amount of all Vendor's indebtedness, if any, assumed by the purchaser. The Commission shall be due and payable upon closing of the sale transaction. The Vendor grants to Colliers a security interest in the gross sale proceeds including any deposit relating thereto in respect of the Commission due to Colliers and irrevocably instructs their acting solicitor to retain and pay such Commission from the proceeds of the sale directly to Colliers.

3) Colliers shall not commit the Vendor to the acceptance of any offer to purchase the Property. Only the Vendor has authority to accept an offer to purchase, which acceptance may be

evidenced only in writing. It is specifically understood that the Vendor may, with or without cause, reject any prospective purchaser or offer to purchase, in which case neither Colliers nor any other person, firm or corporation shall be entitled to any commission or fee from the Vendor or to any remedy against the Vendor with respect thereto.

4) Closing shall mean the time when title to the Property is registered in the name of the purchaser, or in the case of a purchase involving an agreement for sale, when the agreement for sale is signed by all parties and is registered on the property protecting the purchaser's interest in the Property. Unless otherwise agreed to, deposit(s) shall be made payable to Colliers, in trust. Colliers shall be entitled to set off its entitlement to commission from such deposit(s) upon completion of the agreement of purchase and sale.

5) The Vendor agrees to refer to Colliers all enquiries received by the Vendor from persons interested in purchasing the Property and for the purpose of showing the Property, the Vendor agrees to provide Colliers with access to the property.

6) In the event a purchaser fails to complete the purchase of the Property, the Vendor agrees to pay Colliers thirty-five (35%) percent of any deposit made by the purchaser and retained by the Vendor, but not to exceed the amount which would have been paid had the sale closed.

7) The Vendor agrees to provide Colliers with details on the subject property including a formal measurement of the existing building on the property, current environmental assessment, Real Property Report with compliance certificate, copies of all leases, rent rolls, tax levies and assessments, property operating statements, and any other relevant due diligence materials.

8) During the term of this Agreement, Colliers shall use its best efforts to arrange the sale of the Property on terms and conditions approved by the Vendor. Responsibilities of Colliers shall include:

   (a) Completing all reasonably required due diligence on the Property which shall include reading all existing agreements and completing an analysis of the current market conditions;
   (b) Preparing appropriate and thorough marketing materials at its sole cost and expense (except with respect to third party reports and inspections) and compiling the due diligence materials for an offering for sale of the Property. Colliers shall present the draft brochure and other marketing materials to the Vendor for its review and approval prior to distribution to prospective purchasers;
   (c) Using its best efforts to widely expose the Property and solicit offers from prospective purchasers;
   (d) Dealing with any other licensed real estate agent who informs Colliers of prospective purchasers and provides Colliers with evidence of the agent exclusively representing such prospective purchasers;
   (e) Ensuring that all offers are in writing and submitted to the Vendor promptly;
   (f) Assisting the Vendor in qualifying potential purchasers;
   (g) Providing the Vendor with advice and feedback as requested.

9) Colliers shall regularly, but not less than twice per month, provide the Vendor a complete list of all prospective purchasers who have toured the Property or have been contacted by the Colliers to consider the Property for sale. Reports will also include details on market activity for similar or competitive properties, general market trends and any other information deemed relevant to the subject property. Colliers will regularly participate in meetings or calls to update the Vendor on their progress in selling the Property.

10) Colliers agrees to keep the provisions of this agreement confidential and to use reasonable efforts to ensure that those for whom it is at law responsible also keep the provisions of this agreement confidential. Without limiting the foregoing:

    (a) Prior to releasing any information relating to the Property, except for any flyer, teaser or brochure, to a third party Colliers shall obtain a written agreement from said third party covenanting in favour of the Vendor to abide by this section; and

    (b) Colliers shall not communicate with the media without the Vendor's prior written approval.

11) This is an Exclusive Listing and should a sale be made by persons, including the Vendor, during the currency hereof, or should a sale be made as a result of negotiations originating during such currency, whether or not Colliers takes part in such negotiations, the Vendor agrees to pay Colliers a Commission as stated herein. Prior to the expiry of this agreement Colliers shall have the opportunity to register qualified applicants with which it is dealing for a further Ninety (90) Days by notice in writing. Colliers will report monthly to the Vendor after the expiration of this agreement on the activity of the outstanding purchasers.

GENERAL PROVISIONS:

12) The term of this exclusive Listing Agreement shall commence on the day of the final signing & remain in full force in effective until August 31, 2023. Colliers understands and agrees that notwithstanding the termination clauses otherwise noted in this agreement, the Vendor cannot confirm that this Listing Agreement will extend past August 31, 2023 if no acceptable offer is received by this date.

13) This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta. If any provision is invalid or unenforceable in any jurisdiction where this Agreement is to be performed, such provision shall be deemed deleted and the remaining portions of this Agreement shall remain valid and binding. Any amendments to this agreement are to be in writing, signed by both parties.

14) The Landlord acknowledges and agrees that Colliers has no obligation or duty to the Landlord concerning the environmental status or liability related to the Property, or adjacent lands and the Landlord does hereby indemnify and save harmless Colliers of and from all manner of actions, causes of actions proceedings, fines, penalties, demands, losses, costs, damages and expenses, whatsoever which may be brought or made against Colliers or which Colliers may sustain, pay or incur as a result of or in connection with the environmental status or liability related to the Property, or adjacent lands.

15) Colliers has read and understands the provisions, milestones and other relevant dates outlined in Appendix A of the draft SISP and draft SISP Order (collectively, the "SISP Documents").

16) The broker agrees to market the property in accordance with the provisions, milestones and other relevant dates outlined in the SISP Documents.

17) All offers received are subject to court approval in the CCAA proceedings of the Vendor.

18) In the event of conflicts or inconsistencies between this Agreement (on the one hand) and the SISP Documents (on the other hand), such conflicts or inconsistencies shall be resolved in favour of the SISP Documents, which shall (to the extent of any such conflicts or inconsistencies) prevail over this Agreement.

19) Time shall be in every respect of the essence of this Agreement.

20) The parties acknowledge that Colliers acts solely as agent for the Vendor.

21) This Agreement shall enure to the benefit of the Vendor, its successors and assigns, Colliers and its permitted successors and assigns and shall be binding upon the Vendor, Colliers and their respective successors and assigns.

22) This Agreement may be executed and delivered electronically in PDF format.

End of page.
Signature page to follow.

DATED at ________________________________, Alberta this ______ day of April, 2023.

272649 ALBERTA LTD.

Per: ______________________________
Authorized Signatory

Name: _____________________________

ACCEPTED this date: ______ day of April, 2023

COLLIERS MACAULAY NICOLLS INC.

Per: _______________________________
Richard Darling
Managing Director

Per: ____________________________
Mike Keating
Broker

SCHEDULE "A"

Central Park Condominiums (CPC)

AREA Alberta Real Estate Association

DZ1616
Agreement Number

EXCLUSIVE SELLER REPRESENTATION AGREEMENT

An Agreement to Exclusively Represent a Seller

(For Use in Designated Agency Brokerages)

Between

THE BROKERAGE (WE)	and	THE SELLER (YOU)
Name Maxwell Challenge Realty		Name JW Carr Holdings Ltd.
Name		Name

1. THE PROPERTY

1.1 The land and buildings at (municipal address): 9916 113 Street NW Edmonton, AB. " // T5K2N3
Central Park Condominiums – APPENDIX A 1.(b)

including the following goods not attached to the land and buildings:

Fridge, Stove, Dishwasher,

and all goods attached to the land and buildings, **except**: ______

Legal Description (to be used for non-condominium and non-country residential properties only):

Plan 8722944 Block ______ Lot ______

Legal Units: 10,13,18,19,22,23,24,25,29,30,45,6,63,66,69,7,72,73,79,85,9,97,99,

Legal descriptions for condominium and country residential properties must be put in a property specific schedule. Indicate the applicable schedule below, complete and attach it. Other schedules may be required. Additional schedules must be listed in clause 17.1.

- [x] **Condominium Property Schedule**
- [ ] **Country Residential Property Schedule**

1.2 You authorize us to offer the property for sale for $ TO BE DETERMINED, including GST, if applicable. You must determine whether the sale of the property is subject to GST by getting independent advice. You acknowledge that neither we nor our representatives are giving an opinion about GST applying to the sale of the property and you agree that we and our representatives will not be responsible for the payment of GST.

1.3 The proposed possession date is Tenants Rights.

2. OUR AGENCY RELATIONSHIP

2.1 You give us the exclusive right to offer the property for sale. We appoint Darrell Zapernick (the designated agent) to serve as sole agent for you. This agreement creates a sole agency relationship with the designated agent, as the Real Estate Council of Alberta's *Consumer Relationships Guide* (Guide) explains. That means you cannot appoint anyone else as your agent or representative during this agreement. However, we may represent buyers and other sellers.

2.2 If the designated agent is no longer registered with us and at your request, we will appoint another designated agent to serve as sole agent for you or this agreement ends.

2.3 The designated agent's knowledge will not be attributed to us or to our designated agents representing buyers.

2.4 This agreement begins on April 26, 2023 at 9:00 A. m.
It ends on August 31, 2023 at 9:00 P. m.

3. OUR RESPONSIBILITIES

3.1 During this agreement we must:

(a) be impartial in our dealings with you and other buyers represented by us interested in the property.
(b) make sure the designated agent that represents you meets our applicable policies and procedures.
(c) supervise the designated agent and support staff to make sure their responsibilities are met.
(d) hold money we receive in trust, as the *Real Estate Act* requires.
(e) give you a copy of this agreement as soon as possible after signing.

4. THE DESIGNATED AGENT'S RESPONSIBILITIES

4.1 The designated agent must meet their agency responsibilities to you in a timely manner.

4.2 In addition to the responsibilities described in the Guide, the designated agent must also:
(a) market the property, until the property is sold under this agreement, or this agreement ends.
(b) keep you informed of their marketing activities and any resulting transaction.
(c) tell any buyer interested in the property that they are your agent.
(d) tell buyers of all material latent defects affecting the property that they are aware of.
(e) help you negotiate favourable terms and conditions with a buyer.
(f) help you to prepare and comply with a contract to sell the property.
(g) present all offers and counteroffers to and from you, even when you have accepted a purchase contract. However, they need not seek additional offers while there is an unconditional purchase contract.
(h) tell you relevant facts about the transaction.

5. MLS® SYSTEM AND THE DESIGNATED AGENT'S OTHER SERVICES

5.1 The designated agent will advertise and market the property using the MLS® System. The MLS® System is a web-based service that allows seller representatives to list properties for sale and share information about those properties. All listings on the MLS® System must: (a) be for a minimum duration of 60 days; (b) provide compensation for cooperating brokers for the sale of the property; and (c) not exclude any licensed industry member from acting as a cooperating broker.

5.2 You request and the designated agent agrees to provide the following other services:
(a) to install a lock-box on the property to provide access to authorized persons. ☒ Yes ☐ No
(b) ____
(c) ____
(d) ____

6. YOUR RESPONSIBILITIES

6.1 During this agreement you must:
(a) provide us with a real property report showing the current state of improvements on the property according to the Alberta Land Surveyors' Manual of Standard Practice, with evidence of municipal compliance or non-conformance, within ten days of signing this agreement, unless the property is a conventional condominium. Not having this real property report may result in problems on closing or rescission of the purchase contract.
(b) insure the property and its contents against loss or damage due to causes normally insured against for similar properties, even if your property is vacant.
(c) communicate and cooperate with us.
(d) tell us if the property's condition, status or title changes.
(e) tell us about inquiries you make or receive about the sale of the property.
(f) determine whether the sale of the property is subject to GST.
(g) determine and tell us if you will have enough money left over after the sale of your property to cover payment of your mortgage balance (including any payout penalties) and any other obligations you must pay out with the sale money.

6.2 During this agreement and 7 days after this agreement ends, you must give us copies of any offers you make or receive for the sale of the property, unless you sign a seller representation agreement with another brokerage that begins after this agreement ends.

7. YOUR WARRANTIES AND REPRESENTATIONS

7.1 You warrant:
(a) you have authority to sell the property as described, including attached and unattached goods.
(b) no one else has a legal right to the attached and unattached goods.
(c) you have told us about all third party rights to the property that you know about.
(d) all information you give us is true to the best of your knowledge.

7.2 You warrant, to the best of your knowledge, the following are true:
(a) the land and buildings are currently being used according to municipal bylaws.
(b) the buildings and land improvements are entirely on the land and not on any easement, right-of-way, or neighbouring lands (unless there is a registered agreement on title).
(c) the location of the buildings or improvements meet municipal bylaws or regulations **or** the buildings and improvements are "non-conforming buildings" as defined in the *Municipal Government Act* (Alberta).
(d) the land and buildings are currently being used according to, and the location of the buildings and land improvements meet, the restrictive covenants on title (if any).
(e) you are not a non-resident of Canada under the *Income Tax Act* (Canada).

8. DOWER CONSENT

8.1 The following questions must be answered if you are the only registered owner of the property:
(a) Are you legally married? (includes a separated couple not yet legally divorced but does not include a couple in a common law relationship) ☐ Yes ☐ No
(b) Have you or your spouse resided on the property at any time since your marriage? ☐ Yes ☐ No

If you answered ***yes*** to both questions, your spouse will have to complete the Dower Consent and Acknowledgement and sign this agreement in the Signatures section – Non-Owner Spouse Signature (when dower rights apply).

9. CONFLICTS OF INTEREST

9.1 It is not a conflict of interest if the designated agent simply shows the property to a buyer they also represent.

9.2 A conflict of interest occurs when the designated agent acts as the sole agent for both you and the buyer. In that case, they must tell you there is a conflict and tell you and the buyer your options.

9.3 If there is a conflict, you and the buyer may agree to have the designated agent act as a transaction facilitator. In that case, they work for both sides to bring about a purchase and sale and do not act as sole agent for either of you.

9.4 If the designated agent, you or the buyer decide not to have them facilitate the transaction, they will act as the sole agent of the side which first signed a representation agreement with us, unless we all agree otherwise in writing.

9.5 If the designated agent does not continue to act as your sole agent, you may ask us to designate another agent from our brokerage, you may choose another brokerage, ask our designated agent to refer you to another brokerage, or have a customer relationship with the designated agent. If you are a customer, the designated agent's responsibilities are limited to those outlined in the Guide.

10. OUR FEE AND LIMITS ON PAYMENTS

10.1 Our fee is
5.5% on 1st $100,000 of sale price/1.5% on balance of sale price
(plus GST) and is due when the sale of the property is complete.

10.2 We will offer
3.5% on first $100,000 of sale price/1.5% on balance of sale price
(plus GST) from our fee to the buyer's brokerage.

10.3 You must pay our fee if:
(a) while this agreement is in effect, you enter into a legally binding contract to sell the property, whether through us or not. You must pay us even if you don't complete the sale, unless you have a legal reason for not completing it.
(b) in the 7 days after this agreement ends, you enter into a legally binding contract to sell the property where the buyer was introduced to the property during the term of this agreement. You must pay us even if you don't complete the sale, unless you have a legal reason for not completing it.

10.4 You authorize us to use any deposit we hold under the purchase contract or this agreement towards money you owe us under this agreement. If the deposit does not cover our fee and any other money owing to us under this agreement, you must pay us the outstanding balance by 7 days:
(a) after the sale is completed, or
(b) from when this agreement ends.

10.5 You must instruct your lawyer to deduct from the deposit and proceeds of sale, or money forfeited by or recovered from the buyer, the amount that you owe us under this agreement.

10.6 You do not pay our fee if you:
(a) sell the property to a buyer excluded in writing from this agreement.
(b) sign a seller representation agreement with another brokerage that begins after this agreement ends.

10.7 If you change your mind about selling the property, you must tell us in writing. You must reimburse us for our reasonable expenses up to the time you tell us. Reasonable expenses will include: NA

If you pay these reasonable expenses, it does not remove your responsibility to pay other amounts you may owe us under this agreement.

10.8 If the buyer does not complete a legally binding contract to buy the property and has no legal reason for not completing it, the buyer may forfeit the deposit. If the buyer forfeits the deposit you will pay us our fee or 50% of the forfeited deposit, whichever is less.

10.9 You agree that all of your interest in the land, buildings and attached goods may be encumbered for our benefit to secure payment of all money that you owe us under this agreement. We and you agree that we are entitled to encumber the land, buildings, and attached goods under the *Land Titles Act* (Alberta).

10.10 If we have to enforce any of our rights under this agreement and we are successful, you will pay us our reasonable enforcement costs including lawyer and client fees.

10.11 We must not accept any other fees including finder's fees, referral fees, bonuses or gifts directly or indirectly related to this agreement, unless we first tell you in writing everything relevant about the payment and you consent in writing to the payment.

11. PERSONAL AND CONFIDENTIAL INFORMATION

11.1 For the purposes of this agreement, "Listing Information" includes all information required for the listing of the property, including your personal and confidential information. This includes but is not limited to your name, property address, images and audio and video recordings of the property, listing, pricing and sales information, existence of conditional offers, the unconditional sale price, and date of sale of the property.

11.2 You give your consent to us to collect, maintain, use and disclose the Listing Information, both now and at any time in the future, for the purposes of this agreement and for all uses set forth in this agreement including listing and marketing the property in any medium, including electronic media. You release us and our brokerage representatives from all claims and liability arising from these consented uses.

11.3 You consent to our collection, use, and disclosure of the Listing Information:
(a) in our databases and in any databases we choose to use, regardless of whether we operate or control the databases.

(b) for any business purpose, including making comparative analyses and sharing information with appraisers and other brokerages.

11.4 You acknowledge that we, our local real estate board, our provincial real estate association, and the listing services we use may:
(a) disclose the Listing Information to others authorized to use the listing service, like other brokers, appraisers, government departments, municipal organizations, and others.
(b) use the Listing Information to gather, keep, and publish statistics which may be used to conduct comparative market analyses.
(c) use the Listing Information to better list, market, and sell real estate.

11.5 We will not use or disclose your Listing Information except as set forth in clauses 11.2, 11.3, or 11.4, or as required by law.

11.6 We will not give you any confidential information we have because of a past or present agency relationship with someone else.

12. ONGOING OBLIGATIONS

12.1 Our duty under clauses 11.1 through 11.5 to keep your Listing Information confidential in accordance with the terms thereof continues after this agreement ends.

13. INDEMNIFICATION

13.1 You agree that you will indemnify us and our brokerage representatives against all claims and legal actions that may arise because we reasonably and in good faith relied on information you gave us. This means that you will have to pay us in full for the outcome of these claims and legal actions and any related expenses including legal fees.

14. PROPERTY INFORMATION, NOTICES AND PERMITS

14.1 You are required by law to disclose material latent defects. These are known defects in the property that are not discoverable through a reasonable inspection and that may make the property dangerous or potentially dangerous to occupants or unfit for habitation. You may also be required to disclose defects that would be expensive to fix, government and local authority notices and lack of development permits.

(a) Are you aware of material latent defects in the property? ☐ Yes ☒ No
(b) Do you know of any defects that would be expensive to fix? ☐ Yes ☒ No
(c) Have you received any government or local authority notices? ☐ Yes ☒ No
(d) Do you know of any lack of permits for any development on the property? ☐ Yes ☒ No

If *yes* to any of the above, complete the Defect Disclosure Instruction Schedule.

15. ADDITIONAL TERMS (IF ANY)

* SEE ENGAGEMENT AGREEMENT ADDENDUM

16. EARLY END TO THIS AGREEMENT

16.1 Despite the end date listed at the beginning of this agreement, the agreement ends immediately if any of these things happen:
(a) you complete a sale of the property.
(b) we and you agree in writing to an earlier end date.
(c) our licence to trade in real estate is suspended or cancelled.
(d) we are bankrupt, insolvent, or we are in receivership.
(e) you materially breach this agreement and we give you written notice to end it, or we materially breach this agreement and you give us written notice to end it.
(f) you give us written notice to end this agreement because our board membership status changes to the extent that we cannot fulfill our obligations under this agreement.

If the agreement ends for any of these reasons, our rights and your rights under this agreement will not be affected.

17. OTHER DETAILS ABOUT THIS AGREEMENT

17.1 Documents attached to this agreement only form part of this agreement if we and you sign or initial them. In addition to the property schedule selected in clause 1.1, this agreement includes these attached documents:

17.2 Any future changes to this agreement must be in writing and signed by both of us to be effective.

17.3 Words with a singular meaning may be read as plural when required by the context.

17.4 If any clauses added to this agreement conflict with standard clauses in this agreement, the added clauses apply.

17.5 This agreement is the entire agreement between us and you. Anything we discussed with you, or that you told us, is not part of this agreement unless it is in this agreement.

17.6 This agreement is for the benefit of and will be binding on the heirs, administrators, executors, successors and assigns of you and us.

17.7 The laws of the Province of Alberta govern this agreement.

17.8 A sale is complete when all money has been paid to you or your lawyer and is releasable.

18. SELLER ACKNOWLEDGEMENT

18.1 You acknowledge that:

(a) you have read this agreement
(b) you have received and read the Guide.
(c) this agreement creates a sole agency relationship with the designated agent, as the Guide describes.
(d) you had the opportunity to get independent advice from a lawyer, tax adviser, lender, appraiser, surveyor, structural engineer, property inspector or such other professional service provider as you require before signing this agreement.
(e) this agreement accurately sets out what we and you agree to.

19. CONTACT INFORMATION

19.1 The following contact information must be used for all written communications between us and you. If this contact information changes, we and you must tell each other in writing within two days of the change.

SELLER:

Name JW Carr Holdings Ltd.
Address 100 Adelaide ST.West Toronto M5H1S3 (postal code)
Phone 416-943-3185 Fax
Email duncan.yang@ca.ey.com

Name
Address (postal code)
Phone Fax
Email

BROKERAGE:

Name Maxwell Challenge Realty
Address 210 6650-177 Street AB T5T4J5 (postal code)
Phone 780-483-4848 Fax
Email admin@challengeadmin.com

BROKERAGE REPRESENTATIVE:

Name Darrell Zapernick
Address: c/o the Brokerage
Phone 780-907-0016 Fax
Email dzapernick@hotmail.com

19.2 We and you may communicate and deliver documents and information to each other in person, by mail, or electronically. We and you acknowledge there are risks with each of these methods and we have explained these risks to you.

19.3 We and you agree that for our communication an electronic signature will have the same function as an ink signature and that any documents or information exchanged between us will be considered delivered when they are sent.

SIGNATURES:

SIGNED AND DATED on ______, 20___.

Signature of Seller | Signature of Seller

Print Name of Seller | Print Name of Seller

Signature of Witness | Signature of Witness

Print Name of Witness | Print Name of Witness

Darrell Zapernick

Signature of Brokerage Representative | Darrell Zapernick
Print Name of Brokerage Representative

Seller: Initial here to show you have received a copy of this Agreement ______

Initials Dated at ______. m. on ______, 20___.

NON-OWNER SPOUSE SIGNATURE (when dower rights apply):

Signed and dated at ________________________, Alberta at ________, m. on ____________________________________, 20_______.

Non-Owner Spouse Signature

Non-Owner Spouse Name (print)

Witness Signature

Witness Name (print)

APPENDIX "A"
THE PROPERTIES

1. b) Central Park Condominiums – 23 Condominium Units in Edmonton, Alberta (the "**Central Park Condominiums**") legally described as follows:

CONDOMINIUM PLAN 8722944
UNIT 10
AND 104 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 8722944
UNIT 13
AND 88 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 8722944
UNIT 18
AND 95 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 8722944
UNIT 19
AND 88 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 8722944
UNIT 22
AND 104 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 8722944
UNIT 23
AND 104 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 8722944
UNIT 24
AND 95 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 8722944
UNIT 25
AND 88 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY

EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 8722944
UNIT 29
AND 104 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 8722944
UNIT 30
AND 95 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 8722944
UNIT 45
AND 78 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 8722944
UNIT 6
AND 95 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 8722944
UNIT 63
AND 78 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 8722944
UNIT 66
AND 95 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 8722944
UNIT 69
AND 78 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 8722944
UNIT 7
AND 88 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 8722944
UNIT 72
AND 95 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 8722944
UNIT 73
AND 88 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 8722944
UNIT 79
AND 88 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 8722944
UNIT 85
AND 88 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 8722944
UNIT 9
AND 78 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 8722944
UNIT 97
AND 88 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 8722944
UNIT 99
AND 78 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

ENGAGEMENT AGREEMENT ADDENDUM FOR:

CENTRAL PARK CONDOMINIUMS

ROSE DALE PLACE CONDOMINIUMS

10 DUPEX UNITS IN FORT SASKATCHEWAN

1.) The broker has read and understands the provisions, milestones and other relevant dates outlined in Appendix A of the draft SISP and draft SISP Order (the "SISP" Documents).
2.) The broker agrees to market the property in accordance with provisions, milestones and other relevant dates outlines in the SISP Documents.
3.) The broker understands and agrees that notwithstanding the termination clause otherwise noted in this agreement, the Seller cannot confirm that this listing agreement will extend past August31, 2023 if no acceptable offer is received by this date.
4.) All offers received are subject to Court approval in the CCAA proceedings of the Seller;
5.) In the event of conflicts or inconsistencies between this Agreement (on the one hand) and the SISP Documents (on the other hand), such conflicts or inconsistences shall be resolved in favour of the SISP Documents, which shall (to the extent of any such conflicts or inconsistencies) prevail over this Agreement.

Darrell Zapernick, Agent

Maxwell Challenge Realty

Fort Saskatchewan

AREA Alberta Real Estate Association

DZ8888
Agreement Number

EXCLUSIVE SELLER REPRESENTATION AGREEMENT

An Agreement to Exclusively Represent a Seller
(For Use In Designated Agency Brokerages)
Between

THE BROKERAGE (WE)	and	THE SELLER (YOU)
Name Maxwell Challenge Realty		Name JW Carr Holdings Ltd.
Name		Name

1. THE PROPERTY

1.1 The land and buildings at (municipal address): Fort Saskatchewan Duplexes T5K2N3
See APPENDIX "A" THE PROPERTIES 1.(a)
including the following goods not attached to the land and buildings:

Fridge, Stove, Washer, Dryer

and all goods attached to the land and buildings, **except**:

Legal Description (to be used for non-condominium and non-country residential properties only):
Plan ______ Block ______ Lot ______
See APPENDIX "A" THE PROPERTIES 1.(a)

Legal descriptions for condominium and country residential properties must be put in a property specific schedule. Indicate the applicable schedule below, complete and attach it. Other schedules may be required. Additional schedules must be listed in clause 17.1.

- ☐ **Condominium Property Schedule**
- ☐ **Country Residential Property Schedule**

1.2 You authorize us to offer the property for sale for $ TO BE DETERMINED, including GST, if applicable. You must determine whether the sale of the property is subject to GST by getting independent advice. You acknowledge that neither we nor our representatives are giving an opinion about GST applying to the sale of the property and you agree that we and our representatives will not be responsible for the payment of GST.

1.3 The proposed possession date is Tenants Rights.

2. OUR AGENCY RELATIONSHIP

2.1 You give us the exclusive right to offer the property for sale. We appoint Darrell Zapernick (the designated agent) to serve as sole agent for you. This agreement creates a sole agency relationship with the designated agent, as the Real Estate Council of Alberta's *Consumer Relationships Guide* (Guide) explains. That means you cannot appoint anyone else as your agent or representative during this agreement. However, we may represent buyers and other sellers.

2.2 If the designated agent is no longer registered with us and at your request, we will appoint another designated agent to serve as sole agent for you or this agreement ends.

2.3 The designated agent's knowledge will not be attributed to us or to our designated agents representing buyers.

2.4 This agreement begins on April 26, 2023 at 9:00 A. m.
It ends on August 31, 2023 at 9:00 P. m.

3. OUR RESPONSIBILITIES

3.1 During this agreement we must:
- (a) be impartial in our dealings with you and other buyers represented by us interested in the property.
- (b) make sure the designated agent that represents you meets our applicable policies and procedures.
- (c) supervise the designated agent and support staff to make sure their responsibilities are met.
- (d) hold money we receive in trust, as the *Real Estate Act* requires.
- (e) give you a copy of this agreement as soon as possible after signing.

4. THE DESIGNATED AGENT'S RESPONSIBILITIES

4.1 The designated agent must meet their agency responsibilities to you in a timely manner.

4.2 In addition to the responsibilities described in the Guide, the designated agent must also:
(a) market the property, until the property is sold under this agreement, or this agreement ends.
(b) keep you informed of their marketing activities and any resulting transaction.
(c) tell any buyer interested in the property that they are your agent.
(d) tell buyers of all material latent defects affecting the property that they are aware of.
(e) help you negotiate favourable terms and conditions with a buyer.
(f) help you to prepare and comply with a contract to sell the property.
(g) present all offers and counteroffers to and from you, even when you have accepted a purchase contract. However, they need not seek additional offers while there is an unconditional purchase contract.
(h) tell you relevant facts about the transaction.

5. MLS® SYSTEM AND THE DESIGNATED AGENT'S OTHER SERVICES

5.1 The designated agent will advertise and market the property using the MLS® System. The MLS® System is a web-based service that allows seller representatives to list properties for sale and share information about those properties. All listings on the MLS® System must: (a) be for a minimum duration of 60 days; (b) provide compensation for cooperating brokers for the sale of the property; and (c) not exclude any licensed industry member from acting as a cooperating broker.

5.2 You request and the designated agent agrees to provide the following other services:
(a) to install a lock-box on the property to provide access to authorized persons. ☒ Yes ☐ No
(b) ______
(c) ______
(d) ______

6. YOUR RESPONSIBILITIES

6.1 During this agreement you must:
(a) provide us with a real property report showing the current state of improvements on the property according to the Alberta Land Surveyors' Manual of Standard Practice, with evidence of municipal compliance or non-conformance, within ten days of signing this agreement, unless the property is a conventional condominium. Not having this real property report may result in problems on closing or rescission of the purchase contract.
(b) insure the property and its contents against loss or damage due to causes normally insured against for similar properties, even if your property is vacant.
(c) communicate and cooperate with us.
(d) tell us if the property's condition, status or title changes.
(e) tell us about inquiries you make or receive about the sale of the property.
(f) determine whether the sale of the property is subject to GST.
(g) determine and tell us if you will have enough money left over after the sale of your property to cover payment of your mortgage balance (including any payout penalties) and any other obligations you must pay out with the sale money.

6.2 During this agreement and 7 days after this agreement ends, you must give us copies of any offers you make or receive for the sale of the property, unless you sign a seller representation agreement with another brokerage that begins after this agreement ends.

7. YOUR WARRANTIES AND REPRESENTATIONS

7.1 You warrant:
(a) you have authority to sell the property as described, including attached and unattached goods.
(b) no one else has a legal right to the attached and unattached goods.
(c) you have told us about all third party rights to the property that you know about.
(d) all information you give us is true to the best of your knowledge.

7.2 You warrant, to the best of your knowledge, the following are true:
(a) the land and buildings are currently being used according to municipal bylaws.
(b) the buildings and land improvements are entirely on the land and not on any easement, right-of-way, or neighbouring lands (unless there is a registered agreement on title).
(c) the location of the buildings or improvements meet municipal bylaws or regulations or the buildings and improvements are "non-conforming buildings" as defined in the *Municipal Government Act* (Alberta).
(d) the land and buildings are currently being used according to, and the location of the buildings and land improvements meet, the restrictive covenants on title (if any).
(e) you are not a non-resident of Canada under the *Income Tax Act* (Canada).

8. DOWER CONSENT

8.1 The following questions must be answered if you are the only registered owner of the property:
(a) Are you legally married? (includes a separated couple not yet legally divorced but does not include a couple in a common law relationship) ☐ Yes ☐ No
(b) Have you or your spouse resided on the property at any time since your marriage? ☐ Yes ☐ No

If you answered ***yes*** to both questions, your spouse will have to complete the Dower Consent and Acknowledgement and sign this agreement in the Signatures section – Non-Owner Spouse Signature (when dower rights apply).

9. CONFLICTS OF INTEREST

9.1 It is not a conflict of interest if the designated agent simply shows the property to a buyer they also represent.

9.2 A conflict of interest occurs when the designated agent acts as the sole agent for both you and the buyer. In that case, they must tell you there is a conflict and tell you and the buyer your options.

9.3 If there is a conflict, you and the buyer may agree to have the designated agent act as a transaction facilitator. In that case, they work for both sides to bring about a purchase and sale and do not act as sole agent for either of you.

9.4 If the designated agent, you or the buyer decide not to have them facilitate the transaction, they will act as the sole agent of the side which first signed a representation agreement with us, unless we all agree otherwise in writing.

9.5 If the designated agent does not continue to act as your sole agent, you may ask us to designate another agent from our brokerage, you may choose another brokerage, ask our designated agent to refer you to another brokerage, or have a customer relationship with the designated agent. If you are a customer, the designated agent's responsibilities are limited to those outlined in the Guide.

10. OUR FEE AND LIMITS ON PAYMENTS

10.1 Our fee is
5.5% on 1st $100,000 of sale price/1.5% on balance of sale price
(plus GST) and is due when the sale of the property is complete.

10.2 We will offer
3.5% on first $100,000 of sale price/1.5% on balance of sale price
(plus GST) from our fee to the buyer's brokerage.

10.3 You must pay our fee if:
(a) while this agreement is in effect, you enter into a legally binding contract to sell the property, whether through us or not. You must pay us even if you don't complete the sale, unless you have a legal reason for not completing it.
(b) in the 7 days after this agreement ends, you enter into a legally binding contract to sell the property where the buyer was introduced to the property during the term of this agreement. You must pay us even if you don't complete the sale, unless you have a legal reason for not completing it.

10.4 You authorize us to use any deposit we hold under the purchase contract or this agreement towards money you owe us under this agreement. If the deposit does not cover our fee and any other money owing to us under this agreement, you must pay us the outstanding balance by 7 days:
(a) after the sale is completed, or
(b) from when this agreement ends.

10.5 You must instruct your lawyer to deduct from the deposit and proceeds of sale, or money forfeited by or recovered from the buyer, the amount that you owe us under this agreement.

10.6 You do not pay our fee if you:
(a) sell the property to a buyer excluded in writing from this agreement.
(b) sign a seller representation agreement with another brokerage that begins after this agreement ends.

10.7 If you change your mind about selling the property, you must tell us in writing. You must reimburse us for our reasonable expenses up to the time you tell us. Reasonable expenses will include: NA

If you pay these reasonable expenses, it does not remove your responsibility to pay other amounts you may owe us under this agreement.

10.8 If the buyer does not complete a legally binding contract to buy the property and has no legal reason for not completing it, the buyer may forfeit the deposit. If the buyer forfeits the deposit you will pay us our fee or 50% of the forfeited deposit, whichever is less.

10.9 You agree that all of your interest in the land, buildings and attached goods may be encumbered for our benefit to secure payment of all money that you owe us under this agreement. We and you agree that we are entitled to encumber the land, buildings, and attached goods under the *Land Titles Act* (Alberta).

10.10 If we have to enforce any of our rights under this agreement and we are successful, you will pay us our reasonable enforcement costs including lawyer and client fees.

10.11 We must not accept any other fees including finder's fees, referral fees, bonuses or gifts directly or indirectly related to this agreement, unless we first tell you in writing everything relevant about the payment and you consent in writing to the payment.

11. PERSONAL AND CONFIDENTIAL INFORMATION

11.1 For the purposes of this agreement, "Listing Information" includes all information required for the listing of the property, including your personal and confidential information. This includes but is not limited to your name, property address, images and audio and video recordings of the property, listing, pricing and sales information, existence of conditional offers, the unconditional sale price, and date of sale of the property.

11.2 You give your consent to us to collect, maintain, use and disclose the Listing Information, both now and at any time in the future, for the purposes of this agreement and for all uses set forth in this agreement including listing and marketing the property in any medium, including electronic media. You release us and our brokerage representatives from all claims and liability arising from these consented uses.

11.3 You consent to our collection, use, and disclosure of the Listing Information:
(a) in our databases and in any databases we choose to use, regardless of whether we operate or control the databases.

(b) for any business purpose, including making comparative analyses and sharing information with appraisers and other brokerages.

11.4 You acknowledge that we, our local real estate board, our provincial real estate association, and the listing services we use may:

(a) disclose the Listing Information to others authorized to use the listing service, like other brokers, appraisers, government departments, municipal organizations, and others.

(b) use the Listing Information to gather, keep, and publish statistics which may be used to conduct comparative market analyses.

(c) use the Listing Information to better list, market, and sell real estate.

11.5 We will not use or disclose your Listing Information except as set forth in clauses 11.2, 11.3, or 11.4, or as required by law.

11.6 We will not give you any confidential information we have because of a past or present agency relationship with someone else.

12. ONGOING OBLIGATIONS

12.1 Our duty under clauses 11.1 through 11.5 to keep your Listing Information confidential in accordance with the terms thereof continues after this agreement ends.

13. INDEMNIFICATION

13.1 You agree that you will indemnify us and our brokerage representatives against all claims and legal actions that may arise because we reasonably and in good faith relied on information you gave us. This means that you will have to pay us in full for the outcome of these claims and legal actions and any related expenses including legal fees.

14. PROPERTY INFORMATION, NOTICES AND PERMITS

14.1 You are required by law to disclose material latent defects. These are known defects in the property that are not discoverable through a reasonable inspection and that may make the property dangerous or potentially dangerous to occupants or unfit for habitation. You may also be required to disclose defects that would be expensive to fix, government and local authority notices and lack of development permits.

(a) Are you aware of material latent defects in the property?	☐ Yes	☒ No
(b) Do you know of any defects that would be expensive to fix?	☐ Yes	☒ No
(c) Have you received any government or local authority notices?	☐ Yes	☒ No
(d) Do you know of any lack of permits for any development on the property?	☐ Yes	☒ No

If *yes* to any of the above, complete the Defect Disclosure Instruction Schedule.

15. ADDITIONAL TERMS (IF ANY)

* SEE ENGAGEMENT ADDENDUM

16. EARLY END TO THIS AGREEMENT

16.1 Despite the end date listed at the beginning of this agreement, the agreement ends immediately if any of these things happen:

(a) you complete a sale of the property.

(b) we and you agree in writing to an earlier end date.

(c) our licence to trade in real estate is suspended or cancelled.

(d) we are bankrupt, insolvent, or we are in receivership.

(e) you materially breach this agreement and we give you written notice to end it, or we materially breach this agreement and you give us written notice to end it.

(f) you give us written notice to end this agreement because our board membership status changes to the extent that we cannot fulfill our obligations under this agreement.

If the agreement ends for any of these reasons, our rights and your rights under this agreement will not be affected.

17. OTHER DETAILS ABOUT THIS AGREEMENT

17.1 Documents attached to this agreement only form part of this agreement if we and you sign or initial them. In addition to the property schedule selected in clause 1.1, this agreement includes these attached documents:

17.2 Any future changes to this agreement must be in writing and signed by both of us to be effective.

17.3 Words with a singular meaning may be read as plural when required by the context.

17.4 If any clauses added to this agreement conflict with standard clauses in this agreement, the added clauses apply.

17.5 This agreement is the entire agreement between us and you. Anything we discussed with you, or that you told us, is not part of this agreement unless it is in this agreement.

17.6 This agreement is for the benefit of and will be binding on the heirs, administrators, executors, successors and assigns of you and us.

17.7 The laws of the Province of Alberta govern this agreement.

17.8 A sale is complete when all money has been paid to you or your lawyer and is releasable.

18. SELLER ACKNOWLEDGEMENT

18.1 You acknowledge that:

(a) you have read this agreement
(b) you have received and read the Guide.
(c) this agreement creates a sole agency relationship with the designated agent, as the Guide describes.
(d) you had the opportunity to get independent advice from a lawyer, tax adviser, lender, appraiser, surveyor, structural engineer, property inspector or such other professional service provider as you require before signing this agreement.
(e) this agreement accurately sets out what we and you agree to.

19. CONTACT INFORMATION

19.1 The following contact information must be used for all written communications between us and you. If this contact information changes, we and you must tell each other in writing within two days of the change.

SELLER:

Name JW Carr Holdings Ltd.
Address 100 Adelaide ST.West Toronto M5H1S3 (postal code)
Phone 416-943-3185 Fax
Email duncan.yang@ca.ey.com

Name
Address (postal code)
Phone Fax
Email

BROKERAGE:

Name Maxwell Challenge Realty
Address 210 6650-177 Street AB T5T4J5 (postal code)
Phone 780-483-4848 Fax
Email admin@challengeadmin.com

BROKERAGE REPRESENTATIVE:

Name Darrell Zapernick
Address: c/o the Brokerage
Phone 780-907-0016 Fax
Email dzapernick@hotmail.com

19.2 We and you may communicate and deliver documents and information to each other in person, by mail, or electronically. We and you acknowledge there are risks with each of these methods and we have explained these risks to you.

19.3 We and you agree that for our communication an electronic signature will have the same function as an ink signature and that any documents or information exchanged between us will be considered delivered when they are sent.

SIGNATURES:

SIGNED AND DATED on ____________________, 20____.

Signature of Seller | Signature of Seller

Print Name of Seller | Print Name of Seller

Signature of Witness | Signature of Witness

Print Name of Witness | Print Name of Witness

Darrell Zapernick
Signature of Brokerage Representative

Darrell Zapernick
Print Name of Brokerage Representative

Seller: Initial here to show you have received a copy of this Agreement ________

Initials Dated at ________. m. on ____________________, 20____.

NON-OWNER SPOUSE SIGNATURE (when dower rights apply):

Signed and dated at ______________________, Alberta at ________. m. on ________________________________, 20______.

____
Non-Owner Spouse Signature

____
Non-Owner Spouse Name (print)

____
Witness Signature

____
Witness Name (print)

APPENDIX "A"
THE PROPERTIES

1. The properties owned by JW Carr Holdings Ltd. comprise:

   a) Fort Saskatchewan Duplexes – Ten residential duplexes in Fort Saskatchewan, Alberta (the "**Fort Saskatchewan Duplexes**") legally described as follows:

      PLAN 0623072
      BLOCK 8
      LOT 26A
      EXCEPTING THEREOUT ALL MINES AND MINERALS

      PLAN 0623072
      BLOCK 8
      LOT 27A
      EXCEPTING THEREOUT ALL MINES AND MINERALS

      PLAN 7520666
      BLOCK 45
      LOT 6
      EXCEPTING THEREOUT ALL MINES AND MINERALS

      PLAN 7520666
      BLOCK 45
      LOT 6A
      EXCEPTING THEREOUT ALL MINES AND MINERALS

      PLAN 7720209
      BLOCK 49
      LOT 208
      EXCEPTING THEREOUT ALL MINES AND MINERALS

      PLAN 7720209
      BLOCK 49
      LOT 209
      EXCEPTING THEREOUT ALL MINES AND MINERALS

      PLAN 7822251
      BLOCK 63
      LOT 27
      EXCEPTING THEREOUT ALL MINES AND MINERALS

      PLAN 7822251
      BLOCK 63
      LOT 28
      EXCEPTING THEREOUT ALL MINES AND MINERALS

      PLAN 7822913
      BLOCK 9
      LOT 20
      EXCEPTING THEREOUT ALL MINES AND MINERALS

      PLAN: 7822913
      BLOCK: 9
      LOT 20 A
      EXCEPTING THEREOUT ALL MINES AND MINERALS

EXCLUSIVE LISTING AGREEMENT FOR SALE

BETWEEN: **COLLIERS MACAULAY NICOLLS INC.**
2210 Manulife Place, 10180 101 Street, Edmonton, Alberta T5J 3S4
Attention: Mr. Rod Connop / Mr. Taylor Riar
Phone: 780-969-2994 / 780-969-3022
Email: Rod.Connop@Colliers.com / Taylor.Riar@Colliers.com

(hereinafter referred to as "**Colliers**")

and

GRANDE PRAIRIE PLACE ENTERPRISES (1996) INC.
Attention:
Phone:
Email:

(hereinafter referred to as the "**Vendor**")

RE: GPPE Office Portfolio

THE PROPERTIES MUNICIPALLY AND LEGALLY DESCRIBED AS:

(1) Nordic Court
10014 99 Street, Grande Prairie, AB
Plan 1476BV, Block 1, Lots 19 & 20
Plan 1476BV, Block 1, Lots 23 – 28
Plan 1476BV, Block 1, Lots 29 & 30

(2) O'Brien Place
10135 101 Avenue, Grande Prairie, AB
Plan 1410AC, Block 5, Lots 17 & 18
Plan 1410AC, Block 5, Lots 16 & west half of 15

(3) Professional Building
9907 101 Avenue, Grande Prairie, AB
Plan 1476BV, Block 1, Lots 21 & 22

(4) 214 Place North & South
10130 99 Avenue, Grande Prairie, AB
Plan 8315AK, Block 34, Lots 17 & 18
Plan 8315AK, Block 34, Lots 19 – 21
Plan 7517BP, Block 1, Lot 4
Plan 7517BP, Block 1, Lot 5
Plan 7517BP, Block 1, Lots 6 & 7

(hereinafter referred to as the "**Property**")

1) IN CONSIDERATION of Colliers agreeing to act as exclusive agent to sell the available Property, or portions of the Property, the Vendor HEREBY REQUESTS, AUTHORIZES AND EMPOWERS Colliers to act as its Exclusive Listing Agent for the sale of the Property, on the following terms and conditions, or on such other terms and conditions as may be agreed upon between the Vendor and the purchaser.

2) The Vendor shall pay to Colliers a fee without duplication for each completed sale transaction involving the Property or a portion of the Property. This fee shall be referred to as “Commission” and each Commission shall be calculated as Two and One-Half (2.5%) Percent of the gross sale price of the Property or portion of the Property, plus GST. The gross sale price means all monies paid to the Vendor by the purchaser and the amount of all Vendor’s indebtedness, if any, assumed by the purchaser. The Commission shall be due and payable upon closing of the sale transaction. The Vendor grants to Colliers a security interest in the gross sale proceeds including any deposit relating thereto in respect of the Commission due to Colliers and irrevocably instructs their acting solicitor to retain and pay such Commission from the proceeds of the sale directly to Colliers.

3) Colliers shall not commit the Vendor to the acceptance of any offer to purchase the Property. Only the Vendor has authority to accept an offer to purchase, which acceptance may be evidenced only in writing. It is specifically understood that the Vendor may, with or without cause, reject any prospective purchaser or offer to purchase, in which case neither Colliers nor any other person, firm or corporation shall be entitled to any commission or fee from the Vendor or to any remedy against the Vendor with respect thereto.

4) Closing shall mean the time when title to the Property is registered in the name of the purchaser, or in the case of a purchase involving an agreement for sale, when the agreement for sale is signed by all parties and is registered on the property protecting the purchaser’s interest in the Property. Unless otherwise agreed to, deposit(s) shall be made payable to Colliers, in trust. Colliers shall be entitled to set off its entitlement to commission from such deposit(s) upon completion of the agreement of purchase and sale.

5) The Vendor agrees to refer to Colliers all enquiries received by the Vendor from persons interested in purchasing the Property and for the purpose of showing the Property, the Vendor agrees to provide Colliers with access to the property.

6) In the event a purchaser fails to complete the purchase of the Property, the Vendor agrees to pay Colliers thirty- five (35%) percent of any deposit made by the purchaser and retained by the Vendor, but not to exceed the amount which would have been paid had the sale closed.

7) The Vendor agrees to provide Colliers with details on the subject property including a formal measurement of the existing building on the property, current environmental assessment, Real Property Report with compliance certificate, copies of all leases, rent rolls, tax levies and assessments, property operating statements, and any other relevant due diligence materials.

8) During the term of this Agreement, Colliers shall use its best efforts to arrange the sale of the Property on terms and conditions approved by the Vendor. Responsibilities of Colliers shall include:

   (a) Completing all reasonably required due diligence on the Property which shall include reading all existing agreements and completing an analysis of the current market conditions;
   (b) Preparing appropriate and thorough marketing materials at its sole cost and expense (except with respect to third party reports and inspections) and compiling the due diligence materials for an offering for sale of the Property. Colliers shall present the draft brochure and other marketing materials to the Vendor for its review and approval prior to distribution to prospective purchasers;
   (c) Using its best efforts to widely expose the Property and solicit offers from prospective purchasers;
   (d) Dealing with any other licensed real estate agent who informs Colliers of prospective purchasers and provides Colliers with evidence of the agent exclusively representing such prospective purchasers;
   (e) Ensuring that all offers are in writing and submitted to the Vendor promptly;
   (f) Assisting the Vendor in qualifying potential purchasers;
   (g) Providing the Vendor with advice and feedback as requested.

9) Colliers shall regularly, but not less than twice per month, provide the Vendor a complete list of all prospective purchasers who have toured the Property or have been contacted by the Colliers to consider the Property for sale. Reports will also include details on market activity for similar or competitive properties, general market trends and any other information deemed relevant to the subject property. Colliers will regularly participate in meetings or calls to update the Vendor on their progress in selling the Property.

10) Colliers shall be permitted to expense for travel expenses up to a maximum of Five Thousand ($5,000.00) Dollars CAD.

11) Colliers agrees to keep the provisions of this agreement confidential and to use reasonable efforts to ensure that those for whom it is at law responsible also keep the provisions of this agreement confidential. Without limiting the foregoing:

   (a) Prior to releasing any information relating to the Property, except for any flyer, teaser or brochure, to a third party Colliers shall obtain a written agreement from said third party covenanting in favour of the Vendor to abide by this section; and

   (b) Colliers shall not communicate with the media without the Vendor's prior written approval.

12) This is an Exclusive Listing and should a sale be made by persons, including the Vendor, during the currency hereof, or should a sale be made as a result of negotiations originating during such currency, whether or not Colliers takes part in such negotiations, the Vendor agrees to pay Colliers a Commission as stated herein. Prior to the expiry of this agreement Colliers shall have the opportunity to register qualified applicants with which it is dealing for a further Ninety (90)

Days by notice in writing. Colliers will report monthly to the Vendor after the expiration of this agreement on the activity of the outstanding purchasers.

GENERAL PROVISIONS:

13) The term of this exclusive Listing Agreement shall commence on the day of the final signing & remain in full force in effective until August 31, 2023. Colliers understands and agrees that notwithstanding the termination clauses otherwise noted in this agreement, the Vendor cannot confirm that this Listing Agreement will extend past August 31, 2023 if no acceptable offer is received by this date.

14) This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta. If any provision is invalid or unenforceable in any jurisdiction where this Agreement is to be performed, such provision shall be deemed deleted and the remaining portions of this Agreement shall remain valid and binding. Any amendments to this agreement are to be in writing, signed by both parties.

15) The Landlord acknowledges and agrees that Colliers has no obligation or duty to the Landlord concerning the environmental status or liability related to the Property, or adjacent lands and the Landlord does hereby indemnify and save harmless Colliers of and from all manner of actions, causes of actions proceedings, fines, penalties, demands, losses, costs, damages and expenses, whatsoever which may be brought or made against Colliers or which Colliers may sustain, pay or incur as a result of or in connection with the environmental status or liability related to the Property, or adjacent lands.

16) Colliers has read and understands the provisions, milestones and other relevant dates outlined in Appendix A of the draft SISP and draft SISP Order (collectively, the "SISP Documents").

17) The broker agrees to market the property in accordance with the provisions, milestones and other relevant dates outlined in the SISP Documents.

18) All offers received are subject to court approval in the CCAA proceedings of the Vendor.

19) In the event of conflicts or inconsistencies between this Agreement (on the one hand) and the SISP Documents (on the other hand), such conflicts or inconsistencies shall be resolved in favour of the SISP Documents, which shall (to the extent of any such conflicts or inconsistencies) prevail over this Agreement.

20) Time shall be in every respect of the essence of this Agreement.

21) The parties acknowledge that Colliers acts solely as agent for the Vendor.

22) This Agreement shall enure to the benefit of the Vendor, its successors and assigns, Colliers and its permitted successors and assigns and shall be binding upon the Vendor, Colliers and their respective successors and assigns.

23) This Agreement may be executed and delivered electronically in PDF format.

DATED at ________________________________, Alberta this ______ day of April, 2023.

GRANDE PRAIRIE PLACE ENTERPRISES (1996) INC.

Per: ______________________________
Authorized Signatory

Name: ______________________________

ACCEPTED this date: ______ day of April, 2023

COLLIERS MACAULAY NICOLLS INC.

Per: ______________________________
Richard Darling
Managing Director

Per: ______________________________
Mike Keating
Broker

SCHEDULE "A"

O'Brien (Land)

AREA Alberta Real Estate Association

OBrienLots2023
Agreement Number

WuUgr ocsWoWggWh nW nWbW pSpdk i SYnWWh W p

An Agreement to Exclusively Represent a Seller

2X r V S T 3

Between

pa WTnk e Wh SYW2t W8 and **pa WoWggWh 2wk r 3**

Name Grassroots Realty Group Ltd. Name 272649 Alberta Ltd.

Name Name

A8 pa WI nk I Whpw

A8A The land and buildings at (municipal address): See Schedule A

Grande Prairie AB T8W 0L3

including the following goods not attached to the land and buildings:

As Is Where Is

and all goods attached to the land and buildings, **K**

g V (to be used for non-condominium and non-country residential properties only):

Plan See Schedule A Block See Schedule A Lot See Schedule A

Legal descriptions for condominium and country residential properties must be put in a property specific schedule. Indicate the applicable schedule below, complete and attach it. Other schedules may be required. Additional schedules must be listed in clause 17.1.

- ❒ **U I o**
- ❒ **U n I o**

A8B You authorize us to offer the property for sale for $See Schedule A, including GST, if applicable. You must determine whether the sale of the property is subject to GST by getting independent advice. You acknowledge that neither we nor our representatives are giving an opinion about GST applying to the sale of the property and you agree that we and our representatives will not be responsible for the payment of GST.

A8C The proposed possession date is Negotiable

B8 k r n SYW UwnWgSpdk i oa d

B8A You give us the exclusive right to offer the property for sale. We appoint Yuri Smith (the designated agent) to serve as sole agent for you. This agreement creates a sole agency relationship with the designated agent, as the Real Estate Council of Alberta's *Consumer Relationships Guide* (Guide) explains. That means you cannot appoint anyone else as your agent or representative during this agreement. However, we may represent buyers and other sellers.

B8B If the designated agent is no longer registered with us and at your request, we will appoint another designated agent to serve as sole agent for you or this agreement ends.

B8C The designated agent's knowledge will not be attributed to us or to our designated agents representing buyers.

B8D This agreement begins on April 21, 2023 at 09:00 a.m.

It ends on August 31, 2023 at 11:00 p.m.

C8 k r n nWbI k i oaTgqpdWb

C8A During this agreement we must:

(a) be impartial in our dealings with you and other buyers represented by us interested in the property.

(b) make sure the designated agent that represents you meets our applicable policies and procedures.

(c) supervise the designated agent and support staff to make sure their responsibilities are met.

(d) hold money we receive in trust, as the *Real Estate Act* requires.

(e) give you a copy of this agreement as soon as possible after signing.

D8 pa WVWbdYi SpWW SYW p o nWbI k i oaTgqpdWb

D8A The designated agent must meet their agency responsibilities to you in a timely manner.

D8B In addition to the responsibilities described in the Guide, the designated agent must also:

- (a) market the property, until the property is sold under this agreement, or this agreement ends.
- (b) keep you informed of their marketing activities and any resulting transaction.
- (c) tell any buyer interested in the property that they are your agent.
- (d) tell buyers of all material latent defects affecting the property that they are aware of.
- (e) help you negotiate favourable terms and conditions with a buyer.
- (f) help you to prepare and comply with a contract to sell the property.
- (g) present all offers and counteroffers to and from you, even when you have accepted a purchase contract. However, they need not seek additional offers while there is an unconditional purchase contract.
- (h) tell you relevant facts about the transaction.

E8 h go owopWh Si V paWVWbdYi SpWW SYWW p o k paWh oWhsdUWb

E8A The designated agent will advertise and market the property using the MLS® System. The MLS® System is a web-based service that allows seller representatives to list properties for sale and share information about those properties. All listings on the MLS® System must: (a) be for a minimum duration of 60 days; (b) provide compensation for cooperating brokers for the sale of the property; and (c) not exclude any licensed industry member from acting as a cooperating broker.

E8B You request and the designated agent agrees to provide the following other services:

- (a) to install a lock-box on the property to provide access to authorized persons. ☐ Yes ☐ No
- (b) Sale Signs
- (c) ______
- (d) ______

F8 wkr n nWbl ki odTggpdWb

F8A During this agreement you must:

- (a) provide us with a real property report showing the current state of improvements on the property according to the Alberta Land Surveyors' Manual of Standard Practice, with evidence of municipal compliance or non-conformance, within ten days of signing this agreement, unless the property is a conventional condominium. Not having this real property report may result in problems on closing or rescission of the purchase contract.
- (b) insure the property and its contents against loss or damage due to causes normally insured against for similar properties, even if your property is vacant.
- (c) communicate and cooperate with us.
- (d) tell us if the property's condition, status or title changes.
- (e) tell us about inquiries you make or receive about the sale of the property.
- (f) determine whether the sale of the property is subject to GST.
- (g) determine and tell us if you will have enough money left over after the sale of your property to cover payment of your mortgage balance (including any payout penalties) and any other obligations you must pay out with the sale money.

F8B During this agreement and _____ days after this agreement ends, you must give us copies of any offers you make or receive for the sale of the property, unless you sign a seller representation agreement with another brokerage that begins after this agreement ends.

G8 wkr n t SnnSi pdWb Si V nWW nWbWW pSpdki o

G8A You warrant:

- (a) you have authority to sell the property as described, including attached and unattached goods.
- (b) no one else has a legal right to the attached and unattached goods.
- (c) you have told us about all third party rights to the property that you know about.
- (d) all information you give us is true to the best of your knowledge.

G8B You warrant, to the best of your knowledge, the following are true:

- (a) the land and buildings are currently being used according to municipal bylaws.
- (b) the buildings and land improvements are entirely on the land and not on any easement, right-of-way, or neighbouring lands (unless there is a registered agreement on title).
- (c) the location of the buildings or improvements meet municipal bylaws or regulations   the buildings and improvements are "non-conforming buildings" as defined in the *Municipal Government Act* (Alberta).
- (d) the land and buildings are currently being used according to, and the location of the buildings and land improvements meet, the restrictive covenants on title (if any).
- (e) you are not a non-resident of Canada under the *Income Tax Act* (Canada).

H8 Vkt Wh Uki oW p

H8A The following questions must be answered if you are the only registered owner of the property:

(a) Are you legally married? (includes a separated couple not yet legally divorced but does not include a couple in a common law relationship). ❐ Yes ❐ No

(b) Have you or your spouse resided on the property at any time since your marriage? ❐ Yes ❐ No

If you answered to both questions, your spouse will have to complete the Dower Consent and Acknowledgement and sign this agreement in the Signatures section – Non-Owner Spouse Signature (when dower rights apply).

I8 Uki XgdJpo kXdi pWhWbp

I8A It is not a conflict of interest if the designated agent simply shows the property to a buyer they also represent.

I8B A conflict of interest occurs when the designated agent acts as the sole agent for both you and the buyer. In that case, they must tell you there is a conflict and tell you and the buyer your options.

I8C If there is a conflict, you and the buyer may agree to have the designated agent act as a transaction facilitator. In that case, they work for both sides to bring about a purchase and sale and do not act as sole agent for either of you.

I8D If the designated agent, you or the buyer decide not to have them facilitate the transaction, they will act as the sole agent of the side which first signed a representation agreement with us, unless we all agree otherwise in writing.

I8E If the designated agent does not continue to act as your sole agent, you may ask us to designate another agent from our brokerage, you may choose another brokerage, ask our designated agent to refer you to another brokerage, or have a customer relationship with the designated agent. If you are a customer, the designated agent's responsibilities are limited to those outlined in the Guide.

A:8 krn XWWSi Vgdh qpo ki ISwhWI po

A:8A Our fee is

On the serviced residential lots 7% on the first $100,000 then 3 % on the remaining balance (plus GST) and on the larger development lots a flat 3% plus applicable taxes.

(plus GST) and is due when the sale of the property is complete.

A:8B We will offer

3% on the first $100,000 then 1.5% on the remaining balance.

(plus GST) from our fee to the buyer's brokerage.

A:8C You must pay our fee if:

(a) while this agreement is in effect, you enter into a legally binding contract to sell the property, whether through us or not. You must pay us even if you don't complete the sale, unless you have a legal reason for not completing it.

(b) in the _____ days after this agreement ends, you enter into a legally binding contract to sell the property where the buyer was introduced to the property during the term of this agreement. You must pay us even if you don't complete the sale, unless you have a legal reason for not completing it.

A:8D You authorize us to use any deposit we hold under the purchase contract or this agreement towards money you owe us under this agreement. If the deposit does not cover our fee and any other money owing to us under this agreement, you must pay us the outstanding balance by _____ days:

(a) after the sale is completed, or

(b) from when this agreement ends.

A:8E You must instruct your lawyer to deduct from the deposit and proceeds of sale, or money forfeited by or recovered from the buyer, the amount that you owe us under this agreement.

A:8F You do not pay our fee if you:

(a) sell the property to a buyer excluded in writing from this agreement.

(b) sign a seller representation agreement with another brokerage that begins after this agreement ends.

A:8G If you change your mind about selling the property, you must tell us in writing. You must reimburse us for our reasonable expenses up to the time you tell us. Reasonable expenses will include:

____

If you pay these reasonable expenses, it does not remove your responsibility to pay other amounts you may owe us under this agreement.

A:8H If the buyer does not complete a legally binding contract to buy the property and has no legal reason for not completing it, the buyer may forfeit the deposit. If the buyer forfeits the deposit you will pay us our fee or 50% of the forfeited deposit, whichever is less.

A:8I You agree that all of your interest in the land, buildings and attached goods may be encumbered for our benefit to secure payment of all money that you owe us under this agreement. We and you agree that we are entitled to encumber the land, buildings, and attached goods under the *Land Titles Act* (Alberta).

A:8A: If we have to enforce any of our rights under this agreement and we are successful, you will pay us our reasonable enforcement costs including lawyer and client fees.

A:8AA We must not accept any other fees including finder's fees, referral fees, bonuses or gifts directly or indirectly related to this agreement, unless we first tell you in writing everything relevant about the payment and you consent in writing to the payment.

AA8 I Whoki Sg Si V Uki XdVW pdSg di Xk nh Spdki

AA8A For the purposes of this agreement, “Listing Information” includes all information required for the listing of the property, including your personal and confidential information. This includes but is not limited to your name, property address, images and audio and video recordings of the property, listing, pricing and sales information, existence of conditional offers, the unconditional sale price, and date of sale of the property.

AA8B You give your consent to us to collect, maintain, use and disclose the Listing Information, both now and at any time in the future, for the purposes of this agreement and for all uses set forth in this agreement including listing and marketing the property in any medium, including electronic media. You release us and our brokerage representatives from all claims and liability arising from these consented uses.

AA8C You consent to our collection, use, and disclosure of the Listing Information:

(a) in our databases and in any databases we choose to use, regardless of whether we operate or control the databases.

(b) for any business purpose, including making comparative analyses and sharing information with appraisers and other brokerages.

AA8D You acknowledge that we, our local real estate board, our provincial real estate association, and the listing services we use may:

(a) disclose the Listing Information to others authorized to use the listing service, like other brokers, appraisers, government departments, municipal organizations, and others.

(b) use the Listing Information to gather, keep, and publish statistics which may be used to conduct comparative market analyses.

(c) use the Listing Information to better list, market, and sell real estate.

AA8E We will not use or disclose your Listing Information except as set forth in clauses 11.2, 11.3, or 11.4, or as required by law.

AA8F We will not give you any confidential information we have because of a past or present agency relationship with someone else.

AB8 ki Yk di Y k TgdYSpdki o

AB8A Our duty under clauses 11.1 through 11.5 to keep your Listing Information confidential in accordance with the terms thereof continues after this agreement ends.

AC8 di VWhi dXdUSpdki

AC8A You agree that you will indemnify us and our brokerage representatives against all claims and legal actions that may arise because we reasonably and in good faith relied on information you gave us. This means that you will have to pay us in full for the outcome of these claims and legal actions and any related expenses including legal fees.

AD8 I nk I Whpw di Xk nh Spdki 6i k pdUWo Si V I Whh dpo

AD8A You are required by law to disclose material latent defects. These are known defects in the property that are not discoverable through a reasonable inspection and that may make the property dangerous or potentially dangerous to occupants or unfit for habitation. You may also be required to disclose defects that would be expensive to fix, government and local authority notices and lack of development permits.

(a)	Are you aware of material latent defects in the property?	☐ Yes ☒ No
(b)	Do you know of any defects that would be expensive to fix?	☐ Yes ☒ No
(c)	Have you received any government or local authority notices?	☐ Yes ☒ No
(d)	Do you know of any lack of permits for any development on the property?	☐ Yes ☒ No

If to any of the above, complete the Defect Disclosure Instruction Schedule.

AE8 SVVdpdki Sg pWhh o 2X Si w3

1.) The broker has read and understands the provisions, milestones and other relevant dates outlined in Appendix A of the draft SISP and draft SISP Order (collectively, the "SISP Documents");

2.) The broker agrees to market the property in accordance with the provisions, milestones and other relevant dates outlined in the SISP Documents;

3.) The broker understands and agrees that notwithstanding the termination clauses otherwise noted in this agreement, the Seller cannot confirm that this listing agreement will extend past August 31, 2023 if no acceptable offer is received by this date;

4.) All offers received are subject to Court approval in the CCAA proceedings of the Seller; and

5.) In the event of conflicts or inconsistencies between this Agreement (on the one hand) and the SISP Documents (on the other hand), such conflicts or inconsistences shall be resolved in favour of the SISP Documents, which shall (to the extent of any such conflicts or inconsistencies) prevail over this Agreement.

AF8 WSngwW V pk pa o SYnWWh W p

AF8A Despite the end date listed at the beginning of this agreement, the agreement ends immediately if any of these things happen:

(a) you complete a sale of the property.

(b) we and you agree in writing to an earlier end date.
(c) our licence to trade in real estate is suspended or cancelled.
(d) we are bankrupt, insolvent, or we are in receivership.
(e) you materially breach this agreement and we give you written notice to end it, or we materially breach this agreement and you give us written notice to end it.
(f) you give us written notice to end this agreement because our board membership status changes to the extent that we cannot fulfill our obligations under this agreement.

If the agreement ends for any of these reasons, our rights and your rights under this agreement will not be affected.

AG8 kpaWh VWpSgo STkrppaco SYnWWhWp

AG8A Documents attached to this agreement only form part of this agreement if we and you sign or initial them. In addition to the property schedule selected in clause 1.1, this agreement includes these attached documents:

Schedule A - Lot Information and Pricing

AG8B Any future changes to this agreement must be in writing and signed by both of us to be effective.
AG8C Words with a singular meaning may be read as plural when required by the context.
AG8D If any clauses added to this agreement conflict with standard clauses in this agreement, the added clauses apply.
AG8E This agreement is the entire agreement between us and you. Anything we discussed with you, or that you told us, is not part of this agreement unless it is in this agreement.
AG8F This agreement is for the benefit of and will be binding on the heirs, administrators, executors, successors and assigns of you and us.
AG8G The laws of the Province of Alberta govern this agreement.
AG8H A sale is complete when all money has been paid to you or your lawyer and is releasable.

AH8 oWggWh SUei kt gWYWhWp

AH8A You acknowledge that:
(a) you have read this agreement
(b) you have received and read the Guide.
(c) this agreement creates a sole agency relationship with the designated agent, as the Guide describes.
(d) you had the opportunity to get independent advice from a lawyer, tax adviser, lender, appraiser, surveyor, structural engineer, property inspector or such other professional service provider as you require before signing this agreement.
(e) this agreement accurately sets out what we and you agree to.

AI8 Uki pSUpci Xknh Spcki

AI8A The following contact information must be used for all written communications between us and you. If this contact information changes, we and you must tell each other in writing within two days of the change.

oWggWhK

Name 272649 Alberta Ltd.
Address
(postal code)
Phone Fax
Email

Name
Address
(postal code)
Phone Fax
Email

TnkeWhSYWK

Name Grassroots Realty Group Ltd.
Address #118 8805 Resources Rd. Grande Prairie Grande Prai
(postal code)
Phone 5877777276 Fax
Email yurirsmith@gmail.com

TnkeWhSYWnW nWbW pSpcsWK

Name Yuri Smith
Address: c/o the Brokerage
Phone 5877777276 Fax
Email yurirsmith@gmail.com

AI8B We and you may communicate and deliver documents and information to each other in person, by mail, or electronically. We and you acknowledge there are risks with each of these methods and we have explained these risks to you.

AI8C We and you agree that for our communication an electronic signature will have the same function as an ink signature and that any documents or information exchanged between us will be considered delivered when they are sent.

ocYi Spr nWbK

SIGNED AND DATED on ________________ ____, 20____.

Signature of Seller	Signature of Seller
272649 Alberta Ltd.	
Print Name of Seller	Print Name of Seller
Signature of Witness	Signature of Witness
Print Name of Witness	Print Name of Witness
	Yuri Smith
Signature of Brokerage Representative	Print Name of Brokerage Representative

o **K**Initial here to show you have received a copy of this Agreement _________________

Initials Dated at ____:____ __.m. on ________________ ____, 20____.

i k i 7kt i Wh ol k r oWocYi Spr nW2 **3K**

Signed and dated at ________________, Alberta at ____:____ __.m. on ________________ ____, 20____.

Non-Owner Spouse Signature	Non-Owner Spouse Name (print)
Witness Signature	Witness Name (print)

Schedule "A"

SOLD

Parcel #	Furture Development Lands			Linc #	Sq.FT.	Acres	Market Price	
					Land Size			
1	LOT 11A	BLOCK 1	PLAN 062-1428	0037172673	2,125,729.95	48.80	[redacted]	
2	LOT 22	BLOCK 4	PLAN 142-1831	0036122893	421,197.18	9.67		
3	LOT 1	BLOCK 1	PLAN 122-1217	0035159144	1,101,197.81	25.28		
							Totals	[redacted]

Parcel #		Residential Lots						
4	BLOCK 6	LOT 11	PLAN 1621950 6,		276.44	0.14	[redacted]	
5	BLOCK 6	LOT 13	PLAN 1621950 6,		22.41	0.14		
6	BLOCK 6	LOT 14	PLAN 1621950 6,	0037172723	23.48	0.14		
7	BLOCK 6	LOT 15	PLAN 1621950 6,	0037172731	246.30	0.14		
8	BLOCK 7	LOT 13	PLAN 1621950 5,	0037172780	845.88	0.13		
9	BLOCK 7	LOT 16	PLAN 1621950 5,	0037172814	962.13	0.14		
10	BLOCK 7	LOT 20	PLAN 1621950 5,	0037172856	401.33	0.12		
11	BLOCK 7	LOT 21	PLAN 1621950 5,		401.33	0.12		
12	BLOCK 7	LOT 24	PLAN 1621950 5,	0037172897	795.29	0.13		
13	BLOCK 7	LOT 26	PLAN 1621950 5,	0037172913	536.96	0.13		
14	BLOCK 8	LOT 1	PLAN 1621950 5,		444.39	0.12		
15	BLOCK 9	LOT 2	PLAN 1621950 5,	0037172947	134.39	0.12		
16	BLOCK 9	LOT 3	PLAN 1621950 5,	0037172955	129.00	0.12		
17	BLOCK 9	LOT 4	PLAN 1621950 5,	0037172962	130.08	0.12		
18	BLOCK 9	LOT 5	PLAN 1621950 5,	0037172970	129.00	0.12		
19	BLOCK 9	LOT 6	PLAN 1621950 5,	0037172988	132.23	0.12		
20	BLOCK 9	LOT 10	PLAN 1621950 5,	0037173036	188.20	0.12		
21	BLOCK 9	LOT 11	PLAN 1621950 5,	0037173044	403.48	0.12		
22	BLOCK 9	LOT 12	PLAN 1621950 5,	0037173052	169.91	0.12		
23	BLOCK 10	LOT 13	PLAN 1621950 5,	0037173085	743.62	0.13		
24	BLOCK 10	LOT 16	PLAN 1621950 5,	0037173119	513.27	0.13		
25	BLOCK 10	LOT 20	PLAN 1621950 5,	0037173151	978.28	0.14		
26	BLOCK 10	LOT 24	PLAN 1621950 6,		313.03	0.14		
27	BLOCK 10	LOT 1	PLAN 1621950 5,		414.26	0.12		
28	BLOCK 11	LOT 2	PLAN 1621950 5,	0037173218	614.46	0.13		
29	BLOCK 11	LOT 3	PLAN 1621950 5	0037173226	812.51	0.13		
							Totals	[redacted]
			Grand Total [redacted]					

AREA Alberta Real Estate Association

Park Land
Agreement Number

COMMERCIAL EXCLUSIVE SELLER REPRESENTATION AGREEMENT

An Agreement to Exclusively Represent a Seller
(For Use in Designated Agency Brokerages)
Between

THE BROKERAGE (WE)	and	THE SELLER (YOU)
Name Grassroots Realty Group Ltd		Name 1170292 Alberta Ltd.
Name		Name

1. THE PROPERTY

1.1 The land and buildings at (municipal address): 10125 & 10129 100 ave
Grande Prairie AB T8V 0V4

including the following goods not attached to the land and buildings:
Sold As Is

and all goods attached to the land and buildings, **except**: ____________

Legal Description (to be used for non-condominium properties only):
Plan ____________ Block ____________ Lot ____________

If Condominium Property, legal description and details as per the Condominium Property Appendix (attached and listed in section 18.1 of this agreement).

1.2 You authorize us to offer the property for sale for $____________, **plus** GST, if applicable.
You must determine whether the sale of the property is subject to GST by getting independent advice. You acknowledge that neither we nor our representatives are giving an opinion about GST applying to the sale of the property and you agree that we and our representatives will not be responsible for the payment of GST.

1.3 The proposed possession date is Negotiable.

2. OUR AGENCY RELATIONSHIP

2.1 You give us the exclusive right to offer the property for sale. We appoint Morgan MacLean (the designated agent) to serve as sole agent for you. This agreement creates a sole agency relationship with the designated agent. That means you cannot appoint anyone else as your agent or representative during this agreement. However, we may represent buyers and other sellers.

2.2 If the designated agent is no longer registered with us and at your request, we will appoint another designated agent to serve as sole agent for you or this agreement ends.

2.3 The designated agent's knowledge will not be attributed to us or to our designated agents representing buyers.

2.4 This agreement begins on April 24, 2023 at ________ . m.
It ends on August 31, 2023 at ________ . m.

3. OUR RESPONSIBILITIES

3.1 During this agreement we must:
(a) be impartial in our dealings with you and other buyers represented by us interested in the property.
(b) make sure the designated agent that represents you meets our applicable policies and procedures.
(c) supervise the designated agent and support staff to make sure their responsibilities are met.
(d) hold money we receive in trust, as the *Real Estate Act* requires.
(e) give you a copy of this agreement as soon as possible after signing.

4. THE DESIGNATED AGENT'S RESPONSIBILITIES

4.1 The designated agent must meet their agency responsibilities to you in a timely manner.

4.2 The designated agent's agency responsibilities to you include the duties of loyalty, obedience, confidentiality, reasonable care and skill, full disclosure, and full accounting.

4.3 In addition to the responsibilities described above, the designated agent must also:
(a) market the property, until the property is sold under this agreement, or this agreement ends.

(b) keep you informed of their marketing activities and any resulting transaction.
(c) tell any buyer interested in the property that they are your agent.
(d) tell buyers of all material latent defects affecting the property that they are aware of.
(e) help you negotiate favourable terms and conditions with a buyer.
(f) help you to prepare and comply with a contract to sell the property.
(g) present all offers and counteroffers to and from you, even when you have accepted a purchase contract. However, they need not seek additional offers while there is an unconditional purchase contract.
(h) tell you relevant facts about the transaction.

4.4 The designated agent is providing services as a real estate professional, not as a lawyer, tax advisor, lender, appraiser, surveyor, structural engineer, property inspector, or other professional service provider.

5. MLS® SYSTEM AND THE DESIGNATED AGENT'S OTHER SERVICES

5.1 The designated agent will advertise and market the property using the MLS® System. The MLS® System is a web-based service that allows seller representatives to list properties for sale and share information about those properties. All listings on the MLS® System must: (a) be for a minimum duration of 60 days; (b) provide compensation for cooperating brokers for the sale of the property; and (c) not exclude any licensed industry member from acting as a cooperating broker.

5.2 You request and the designated agent agrees to provide the following other services:

(a) to install a "For Sale" sign on the property. ☒ Yes ☐ No
(b) to advertise the property. ☒ Yes ☐ No
(c) to show the property at times acceptable to the seller and, if any, the tenant(s). ☐ Yes ☐ No
(d) ______
(e) ______

6. YOUR RESPONSIBILITIES

6.1 During this agreement you must:
(a) provide us with a real property report showing the current state of improvements on the property according to the Alberta Land Surveyors' Manual of Standard Practice, with evidence of municipal compliance or non-conformance, within ten days of signing this agreement, unless the property is a conventional condominium or there are no improvements on the land. Not having this real property report may result in problems on closing or rescission of the purchase contract.
(b) insure the property and its contents against loss or damage due to causes normally insured against for similar properties, even if your property is vacant.
(c) communicate and cooperate with us.
(d) provide us with all the information necessary for the listing and marketing of the property.
(e) tell us if the property's condition, status or title changes.
(f) tell us about inquiries you make or receive about the sale of the property.
(g) determine whether the property is subject to GST.
(h) determine and tell us if you will have enough money left over after the sale of your property to cover payment of your mortgage balance (including any payout penalties) and any other obligations you must pay out with the sale money.

6.2 During this agreement and 90 days after this agreement ends, you must give us copies of any offers you make or receive for the sale of the property, unless you sign a seller representation agreement with another brokerage that begins after this agreement ends.

7. YOUR WARRANTIES AND REPRESENTATIONS

7.1 You warrant:
(a) you have authority to sell the property as described, including attached and unattached goods.
(b) no one else has a legal right to the attached and unattached goods.
(c) the goods attached to the property and the included unattached goods listed in clause 1.1 are free and clear of financial encumbrances.
(d) you have told us about all third party rights to the property that you know about.
(e) all information you give us is true to the best of your knowledge.
(f) the property is not currently the subject of any seller representation agreement.

7.2 You warrant, to the best of your knowledge, the following are true:
(a) the land and buildings are currently being used according to municipal bylaws.
(b) the buildings and land improvements are entirely on the land and not on any easement, right-of-way, or neighbouring lands (unless there is a registered agreement on title).
(c) the location of the buildings or improvements meet municipal bylaws or regulations **or** the buildings and improvements are "non-conforming buildings" as defined in the *Municipal Government Act* (Alberta).
(d) the land and buildings are currently being used according to, and the location of the buildings and land improvements meet, the restrictive covenants on title (if any).
(e) you are not a non-resident of Canada under the *Income Tax Act* (Canada).
(f) where applicable, you have complied with the bylaws of the Condominium Corporation.

8. DOWER CONSENT

8.1 Dower rights may apply if the property is a homestead pursuant to the Dower Act (Alberta). The following questions must be answered if you are the only registered owner of the property:

(a) Are you legally married? (includes a separated couple not yet legally divorced but does not include a couple in a common law relationship). ☐ Yes ☐ No

(b) Have you or your spouse resided on the property at any time since your marriage? ☐ Yes ☐ No

If you answered ***yes*** to both questions and the property is a homestead as defined by the Dower Act (Alberta), your spouse will have to complete the Dower Consent and Acknowledgement and sign this agreement in the Signature Section – Non-Owner Spouse Signature (when dower rights apply).

9. IMPORTANT INFORMATION

9.1 You will provide the following Important Information to us promptly and at your expense:

(a) if the property is a resale condominium, the Important Information as described in the Condominium Property Appendix (attached and listed in section 18.1 of this agreement).

(b) all other applicable property information which may be relevant and material to a purchase of the property including, but not limited to, financial information such as annual property operating data (APOD), tenant schedules and leases, service and supply contracts, engineering reports, environmental assessment reports, building plans and specifications.

9.2 In the event that you fail to provide the Important Information, you authorize us to obtain it on your behalf and at your expense.

10. CONFLICTS OF INTEREST

10.1 It is not a conflict of interest if the designated agent simply shows the property to a buyer they also represent.

10.2 A conflict of interest occurs when the designated agent acts as the sole agent for both you and the buyer. In that case, they must tell you there is a conflict and tell you and the buyer your options.

10.3 If there is a conflict, you and the buyer may agree to have the designated agent act as a transaction facilitator. In that case, they work for both sides to bring about a purchase and sale and do not act as sole agent for either of you.

10.4 If the designated agent, you or the buyer decide not to have them facilitate the transaction, they will act as the sole agent of the side which first signed a representation agreement with us, unless we all agree otherwise in writing.

10.5 If the designated agent does not continue to act as your sole agent, you may ask us to designate another agent from our brokerage, you may choose another brokerage, ask our designated agent to refer you to another brokerage, or have a customer relationship with the designated agent. If you are a customer, the designated agent's responsibilities are limited to acting honestly, using reasonable care and skill, and making sure any information they give is correct.

11. OUR FEE AND LIMITS ON PAYMENTS

11.1 Our fee is
5.5/3%
plus GST and is due when the sale of the property is complete.

11.2 We will offer
3/1.5%
plus GST from our fee to the buyer's brokerage.

11.3 You must pay our fee if:

(a) while this agreement is in effect, you enter into a legally binding contract to sell, exchange, or otherwise dispose of the property, whether through us or not. You must pay us even if you don't complete the sale, unless you have a legal reason for not completing it.

(b) in the 90 days after this agreement ends, you enter into a legally binding contract to sell the property where the buyer was introduced to the property during the term of this agreement. You must pay us even if you don't complete the sale, unless you have a legal reason for not completing it.

(c) a buyer is found who is willing and able to complete the sale upon the conditions outlined in this agreement but you refuse to sign the purchase contract.

11.4 You authorize us to use any deposit we hold under the purchase contract or this agreement towards money you owe us under this agreement. If the deposit does not cover our fee and any other money owing to us under this agreement, you must pay us the outstanding balance by two (2) days:

(a) after the sale is completed, or

(b) from when this agreement ends.

11.5 You must instruct your lawyer to deduct from the deposit and proceeds of sale, or money forfeited by or recovered from the buyer, the amount that you owe us under this agreement. Any holdbacks or conditions accepted by you or your lawyer will not delay payment of the fee to us.

11.6 You do not pay our fee if you:

(a) sell the property to a buyer excluded in writing from this agreement.

(b) sign a seller representation agreement with another brokerage that begins after this agreement ends.

11.7 If you change your mind about selling the property, you must tell us in writing. You must reimburse us for our reasonable expenses up to the time you tell us. Reasonable expenses will include: ______________________________

If you pay these reasonable expenses, it does not remove your responsibility to pay other amounts you may owe us under this agreement.

11.8 If the buyer does not complete a legally binding contract to buy the property and has no legal reason for not completing it, the buyer may forfeit the deposit. If the buyer forfeits the deposit you will pay us our fee or 50% of the forfeited deposit, whichever is less.

11.9 You agree that all of your interest in the land, buildings and attached goods may be encumbered for our benefit to secure payment of all money that you owe us under this agreement. We and you agree that we are entitled to encumber the land, buildings, and attached goods under the *Land Titles Act* (Alberta).

11.10 If we have to enforce any of our rights under this agreement and we are successful, you will pay us our reasonable enforcement costs including lawyer and client fees.

11.11 If you owe money under this agreement and we do not wish to enforce this agreement against you, then upon mutual agreement between us and the buyer's brokerage, we may assign this agreement to the buyer's brokerage. If this agreement is assigned, then the buyer's brokerage may enforce this agreement against you to collect the portion of the fee to which the buyer's brokerage is entitled in section 11.2, and the buyer's brokerage will have the same rights and security given to us in this agreement.

11.12 If the property is owned by a limited company, a sale of shares representing a controlling interest in the property will constitute a sale for the purposes of this agreement.

11.13 "Sale" and "purchase" include an exchange, option, lease or other acquisition/disposition of an interest in the property for the purposes of this agreement.

11.14 We must not accept any other fees including finder's fees, referral fees, bonuses or gifts directly or indirectly related to this agreement, unless we first tell you in writing everything relevant about the payment and you consent in writing to the payment.

12. PERSONAL AND CONFIDENTIAL INFORMATION

12.1 For the purposes of this agreement, "Listing Information" includes all information required for the listing of the property, including your personal and confidential information. This includes but is not limited to your name, property address, images and audio and video recordings of the property, listing, pricing and sales information, existence of conditional offers, the unconditional sale price, and date of sale of the property.

12.2 You give your consent to us to collect, maintain, use and disclose the Listing Information, both now and at any time in the future, for the purposes of this agreement and for all uses set forth in this agreement including listing and marketing the property in any medium, including electronic media. You release us and our brokerage representatives from all claims and liability arising from these consented uses.

12.3 You consent to our collection, use, and disclosure of the Listing Information:

(a) in our databases and in any databases we choose to use, regardless of whether we operate or control the databases.
(b) for any business purpose, including making comparative analyses and sharing information with appraisers and other brokerages.

12.4 You acknowledge that we, our local real estate board, our provincial real estate association, and the listing services we use may:

(a) disclose the Listing Information to others authorized to use the listing service, like other brokers, appraisers, government departments, municipal organizations, and others.
(b) use the Listing Information to gather, keep, and publish statistics which we may use to conduct comparative market analyses.
(c) use the Listing Information to better list, market, and sell real estate.

12.5 We will not use or disclose your Listing Information except as set forth in clauses 12.2, 12.3 or 12.4, or as required by law.

12.6 We will not give you any confidential information we have because of a past or present agency relationship with someone else.

13. ONGOING OBLIGATIONS

13.1 Our duty under clauses 12.1 through 12.5 to keep your Listing Information confidential in accordance with the terms thereof continues after this agreement ends.

14. INDEMNIFICATION

14.1 You agree that you will indemnify us and our brokerage representatives against all claims and legal actions that may arise because we reasonably and in good faith relied on information you gave us. This means that you will have to pay us in full for the outcome of these claims and legal actions and any related expenses including legal fees.

15. PROPERTY INFORMATION, NOTICES AND PERMITS

15.1 You are required by law to disclose material latent defects. These are known defects in the property that are not discoverable through a reasonable inspection and that may make the property dangerous or potentially dangerous to occupants or unfit for habitation. You may also be required to disclose defects that would be expensive to fix, government and local authority notices and lack of development permits.

(a) Are you aware of material latent defects in the property? ☐ Yes ☐ No
(b) Do you know of any defects that would be expensive to fix? ☐ Yes ☐ No
(c) Have you received any government or local authority notices? ☐ Yes ☐ No
(d) Do you know of any lack of permits for any development on the property? ☐ Yes ☐ No

If ***yes*** to any of the above, complete the Defect Disclosure Instruction Schedule.

16. ADDITIONAL TERMS (IF ANY)

17. EARLY END TO THIS AGREEMENT

17.1 Despite the end date listed at the beginning of this agreement, the agreement ends immediately if any of these things happen:

(a) you complete a sale of the property.
(b) we and you agree in writing to an earlier end date.
(c) our licence to trade in real estate is suspended or cancelled.
(d) we are bankrupt, insolvent, or we are in receivership.
(e) you materially breach this agreement and we give you written notice to end it, or we materially breach this agreement and you give us written notice to end it.
(f) you give us written notice to end this agreement because our board membership status changes to the extent that we cannot fulfill our obligations under this agreement.

If the agreement ends for any of these reasons, our rights and your rights under this agreement will not be affected.

17.2 When this agreement ends, we will immediately remove the property as an active listing on any listing service, cease all marketing activities for the property, remove all signs and any lockbox from the property, and return documents and other materials provided by you.

17.3 Ending this agreement for whatever reason does not relieve us of our duties to account for all monies received by us and confidentiality to you.

18. OTHER DETAILS ABOUT THIS AGREEMENT

18.1 Documents attached to this agreement only form part of this agreement if we and you sign or initial them. This agreement includes these attached documents:

18.2 Any future changes to this agreement must be in writing and signed by both of us to be effective.

18.3 Words with a singular meaning may be read as plural when required by the context.

18.4 If any clauses added to this agreement conflict with standard clauses in this agreement, the added clauses apply.

18.5 This agreement is the entire agreement between us and you. Anything we discussed with you, or that you told us, is not part of this agreement unless it is in this agreement.

18.6 This agreement is for the benefit of and will be binding on the heirs, administrators, executors, successors and assigns of you and us.

18.7 The laws of the Province of Alberta govern this agreement.

18.8 A sale is complete when all money has been paid to you or your lawyer and is releasable.

19. ADVICE TO THE SELLER

19.1 If you have entered into any long-term contracts that relate to the property, for example, agreements for gas or utility services or security monitoring, you should verify termination policies and any possible financial penalties with the other contracting party.

20. SELLER ACKNOWLEDGEMENT

20.1 You acknowledge that:

(a) you have read this agreement
(b) this agreement creates a sole agency relationship with the designated agent.
(c) you had the opportunity to get independent advice from a lawyer, tax adviser, lender, appraiser, surveyor, structural engineer, property inspector or such other professional service provider as you require before signing this agreement.
(d) this agreement accurately sets out what we and you agree to.

21. CONTACT INFORMATION

21.1 The following contact information must be used for all written communications between us and you. If this contact information changes, we and you must tell each other in writing within two days of the change.

SELLER:

Name 1170292 Alberta Ltd.	Name
Address (postal code)	Address (postal code)
Phone Fax	Phone Fax
Email	Email

BROKERAGE:

Name Grassroots Realty Group Ltd

Address ______________________ (postal code)

Phone ____________ Fax ____________

Email ______________________

BROKERAGE REPRESENTATIVE:

Name Morgan MacLean

Address: c/o the Brokerage

Phone 780-518-1567 Fax ____________

Email macleansold@gmail.com

21.2 We and you may communicate and deliver documents and information to each other in person, by mail, or electronically. We and you acknowledge there are risks with each of these methods and we have explained these risks to you.

21.3 We and you agree that for our communication an electronic signature will have the same function as an ink signature and that any documents or information exchanged between us will be considered delivered when they are sent.

SIGNATURES:

SIGNED AND DATED on ______________________________________, 20_____.

Signature of Seller/Authorized Signing Officer	Signature of Seller/Authorized Signing Officer
Print Name of Seller/Authorized Signing Officer	Print Name of Seller/Authorized Signing Officer
Signature of Witness	Signature of Witness
Print Name of Witness	Print Name of Witness
Signature of Brokerage Representative	Morgan MacLean Print Name of Brokerage Representative

Seller: Initial here to show you have received a copy of this Agreement ___________

Initials Dated at ________. m. on ______________________________________, 20______.

NON-OWNER SPOUSE SIGNATURE (when dower rights apply):

Signed and dated at ______________________, Alberta at ________. m. on ______________________, 20_______.

Non-Owner Spouse Signature	Non-Owner Spouse Name (print)
Witness Signature	Witness Name (print)

AREA Alberta Real Estate Association

Park Land
Agreement Number

ADDENDUM
(For adding contract terms)

This document forms part of agreement #: Park Land

Brokerage: Grassroots Realty Group Ltd Buyer/Seller: 1170292 Alberta Ltd.

Brokerage: ______ Buyer/Seller: ______

Municipal Address: 10125 & 10129 100 ave Grande Prairie AB T8V 0V4

The following terms are part of the contract:

Additional Terms:

1.) The broker has read and understands the provisions, milestones and other relevant dates outlined in Appendix A of the draft SISP and draft SISP Order (collectively, the "SISP Documents");

2.) The broker agrees to market the property in accordance with the provisions, milestones and other relevant dates outlined in the SISP Documents;

3.) The broker understands and agrees that notwithstanding the termination clauses otherwise noted in this agreement, the Seller cannot confirm that this listing agreement will extend past August 31, 2023 if no acceptable offer is received by this date;

4.) All offers received are subject to Court approval in the CCAA proceedings of the Seller; and

5.) In the event of conflicts or inconsistencies between this Agreement (on the one hand) and the SISP Documents (on the other hand), such conflicts or inconsistences shall be resolved in favour of the SISP Documents, which shall (to the extent of any such conflicts or inconsistencies) prevail over this Agreement

Dated at ____:____ __.m. on ____ ______________, 20___:

Brokerage Signature: ______________ Witness Signature: ______________ Witness Name (print): ______________

Brokerage Signature: ______________ Witness Signature: ______________ Witness Name (print): ______________

Dated at ____:____ __.m. on ____ ______________, 20___:

Buyer/Seller Signature: ______________ Witness Signature: ______________ Witness Name (print): ______________

Buyer/Seller Signature: ______________ Witness Signature: ______________ Witness Name (print): ______________

Rosedale

AREA Alberta Real Estate Association

DZ8816
Agreement Number

EXCLUSIVE SELLER REPRESENTATION AGREEMENT

An Agreement to Exclusively Represent a Seller
(For Use in Designated Agency Brokerages)
Between

THE BROKERAGE (WE)	and	THE SELLER (YOU)
Name Maxwell Challenge Realty		Name 627612 Alberta Ltd.
Name		Name

1. THE PROPERTY

1.1 The land and buildings at (municipal address): 9917 110 Street NW Edmonton, AB. " " T5K2N4
Rosedale Place Condominiums - APPENDIX A .2(a)

including the following goods not attached to the land and buildings:

Fridge, Stove, Dishwasher, Washer/Dryer

and all goods attached to the land and buildings, **except**:

Legal Description (to be used for non-condominium and non-country residential properties only):
Plan 8321571 Block Lot
Legal Units: 2,17,20,33,35,43,50,58,59,64,70,81,88,94,96,

Legal descriptions for condominium and country residential properties must be put in a property specific schedule. Indicate the applicable schedule below, complete and attach it. Other schedules may be required. Additional schedules must be listed in clause 17.1.

- [x] **Condominium Property Schedule**
- [ ] **Country Residential Property Schedule**

1.2 You authorize us to offer the property for sale for $ To Be Determined, including GST, if applicable. You must determine whether the sale of the property is subject to GST by getting independent advice. You acknowledge that neither we nor our representatives are giving an opinion about GST applying to the sale of the property and you agree that we and our representatives will not be responsible for the payment of GST.

1.3 The proposed possession date is Tenants Rights.

2. OUR AGENCY RELATIONSHIP

2.1 You give us the exclusive right to offer the property for sale. We appoint Darrell Zapernick (the designated agent) to serve as sole agent for you. This agreement creates a sole agency relationship with the designated agent, as the Real Estate Council of Alberta's *Consumer Relationships Guide* (Guide) explains. That means you cannot appoint anyone else as your agent or representative during this agreement. However, we may represent buyers and other sellers.

2.2 If the designated agent is no longer registered with us and at your request, we will appoint another designated agent to serve as sole agent for you or this agreement ends.

2.3 The designated agent's knowledge will not be attributed to us or to our designated agents representing buyers.

2.4 This agreement begins on April 26, 2023 at 9:00 A.m.
It ends on August 31, 2023 at 9:00 P.m.

3. OUR RESPONSIBILITIES

3.1 During this agreement we must:

(a) be impartial in our dealings with you and other buyers represented by us interested in the property.
(b) make sure the designated agent that represents you meets our applicable policies and procedures.
(c) supervise the designated agent and support staff to make sure their responsibilities are met.
(d) hold money we receive in trust, as the *Real Estate Act* requires.
(e) give you a copy of this agreement as soon as possible after signing.

4. THE DESIGNATED AGENT'S RESPONSIBILITIES

4.1 The designated agent must meet their agency responsibilities to you in a timely manner.

4.2 In addition to the responsibilities described in the Guide, the designated agent must also:
(a) market the property, until the property is sold under this agreement, or this agreement ends.
(b) keep you informed of their marketing activities and any resulting transaction.
(c) tell any buyer interested in the property that they are your agent.
(d) tell buyers of all material latent defects affecting the property that they are aware of.
(e) help you negotiate favourable terms and conditions with a buyer.
(f) help you to prepare and comply with a contract to sell the property.
(g) present all offers and counteroffers to and from you, even when you have accepted a purchase contract. However, they need not seek additional offers while there is an unconditional purchase contract.
(h) tell you relevant facts about the transaction.

5. MLS® SYSTEM AND THE DESIGNATED AGENT'S OTHER SERVICES

5.1 The designated agent will advertise and market the property using the MLS® System. The MLS® System is a web-based service that allows seller representatives to list properties for sale and share information about those properties. All listings on the MLS® System must: (a) be for a minimum duration of 60 days; (b) provide compensation for cooperating brokers for the sale of the property; and (c) not exclude any licensed industry member from acting as a cooperating broker.

5.2 You request and the designated agent agrees to provide the following other services:
(a) to install a lock-box on the property to provide access to authorized persons. ☒ Yes ☐ No
(b) ______
(c) ______
(d) ______

6. YOUR RESPONSIBILITIES

6.1 During this agreement you must:
(a) provide us with a real property report showing the current state of improvements on the property according to the Alberta Land Surveyors' Manual of Standard Practice, with evidence of municipal compliance or non-conformance, within ten days of signing this agreement, unless the property is a conventional condominium. Not having this real property report may result in problems on closing or rescission of the purchase contract.
(b) insure the property and its contents against loss or damage due to causes normally insured against for similar properties, even if your property is vacant.
(c) communicate and cooperate with us.
(d) tell us if the property's condition, status or title changes.
(e) tell us about inquiries you make or receive about the sale of the property.
(f) determine whether the sale of the property is subject to GST.
(g) determine and tell us if you will have enough money left over after the sale of your property to cover payment of your mortgage balance (including any payout penalties) and any other obligations you must pay out with the sale money.

6.2 During this agreement and ____ days after this agreement ends, you must give us copies of any offers you make or receive for the sale of the property, unless you sign a seller representation agreement with another brokerage that begins after this agreement ends.

7. YOUR WARRANTIES AND REPRESENTATIONS

7.1 You warrant:
(a) you have authority to sell the property as described, including attached and unattached goods.
(b) no one else has a legal right to the attached and unattached goods.
(c) you have told us about all third party rights to the property that you know about.
(d) all information you give us is true to the best of your knowledge.

7.2 You warrant, to the best of your knowledge, the following are true:
(a) the land and buildings are currently being used according to municipal bylaws.
(b) the buildings and land improvements are entirely on the land and not on any easement, right-of-way, or neighbouring lands (unless there is a registered agreement on title).
(c) the location of the buildings or improvements meet municipal bylaws or regulations **or** the buildings and improvements are "non-conforming buildings" as defined in the *Municipal Government Act* (Alberta).
(d) the land and buildings are currently being used according to, and the location of the buildings and land improvements meet, the restrictive covenants on title (if any).
(e) you are not a non-resident of Canada under the *Income Tax Act* (Canada).

8. DOWER CONSENT

8.1 The following questions must be answered if you are the only registered owner of the property:
(a) Are you legally married? (includes a separated couple not yet legally divorced but does not include a couple in a common law relationship) ☐ Yes ☐ No
(b) Have you or your spouse resided on the property at any time since your marriage? ☐ Yes ☐ No

If you answered *yes* to both questions, your spouse will have to complete the Dower Consent and Acknowledgement and sign this agreement in the Signatures section – Non-Owner Spouse Signature (when dower rights apply).

9. CONFLICTS OF INTEREST

9.1 It is not a conflict of interest if the designated agent simply shows the property to a buyer they also represent.

9.2 A conflict of interest occurs when the designated agent acts as the sole agent for both you and the buyer. In that case, they must tell you there is a conflict and tell you and the buyer your options.

9.3 If there is a conflict, you and the buyer may agree to have the designated agent act as a transaction facilitator. In that case, they work for both sides to bring about a purchase and sale and do not act as sole agent for either of you.

9.4 If the designated agent, you or the buyer decide not to have them facilitate the transaction, they will act as the sole agent of the side which first signed a representation agreement with us, unless we all agree otherwise in writing.

9.5 If the designated agent does not continue to act as your sole agent, you may ask us to designate another agent from our brokerage, you may choose another brokerage, ask our designated agent to refer you to another brokerage, or have a customer relationship with the designated agent. If you are a customer, the designated agent's responsibilities are limited to those outlined in the Guide.

10. OUR FEE AND LIMITS ON PAYMENTS

10.1 Our fee is
5.5% on 1st $100,000 of sale price/1.5% on balance of sale price
(plus GST) and is due when the sale of the property is complete.

10.2 We will offer
3.5% on first $100,000 of sale price/1.5% on balance of sale price
(plus GST) from our fee to the buyer's brokerage.

10.3 You must pay our fee if:
- (a) while this agreement is in effect, you enter into a legally binding contract to sell the property, whether through us or not. You must pay us even if you don't complete the sale, unless you have a legal reason for not completing it.
- (b) in the 7 days after this agreement ends, you enter into a legally binding contract to sell the property where the buyer was introduced to the property during the term of this agreement. You must pay us even if you don't complete the sale, unless you have a legal reason for not completing it.

10.4 You authorize us to use any deposit we hold under the purchase contract or this agreement towards money you owe us under this agreement. If the deposit does not cover our fee and any other money owing to us under this agreement, you must pay us the outstanding balance by 7 days:
- (a) after the sale is completed, or
- (b) from when this agreement ends.

10.5 You must instruct your lawyer to deduct from the deposit and proceeds of sale, or money forfeited by or recovered from the buyer, the amount that you owe us under this agreement.

10.6 You do not pay our fee if you:
- (a) sell the property to a buyer excluded in writing from this agreement.
- (b) sign a seller representation agreement with another brokerage that begins after this agreement ends.

10.7 If you change your mind about selling the property, you must tell us in writing. You must reimburse us for our reasonable expenses up to the time you tell us. Reasonable expenses will include: NA

If you pay these reasonable expenses, it does not remove your responsibility to pay other amounts you may owe us under this agreement.

10.8 If the buyer does not complete a legally binding contract to buy the property and has no legal reason for not completing it, the buyer may forfeit the deposit. If the buyer forfeits the deposit you will pay us our fee or 50% of the forfeited deposit, whichever is less.

10.9 You agree that all of your interest in the land, buildings and attached goods may be encumbered for our benefit to secure payment of all money that you owe us under this agreement. We and you agree that we are entitled to encumber the land, buildings, and attached goods under the *Land Titles Act* (Alberta).

10.10 If we have to enforce any of our rights under this agreement and we are successful, you will pay us our reasonable enforcement costs including lawyer and client fees.

10.11 We must not accept any other fees including finder's fees, referral fees, bonuses or gifts directly or indirectly related to this agreement, unless we first tell you in writing everything relevant about the payment and you consent in writing to the payment.

11. PERSONAL AND CONFIDENTIAL INFORMATION

11.1 For the purposes of this agreement, "Listing Information" includes all information required for the listing of the property, including your personal and confidential information. This includes but is not limited to your name, property address, images and audio and video recordings of the property, listing, pricing and sales information, existence of conditional offers, the unconditional sale price, and date of sale of the property.

11.2 You give your consent to us to collect, maintain, use and disclose the Listing Information, both now and at any time in the future, for the purposes of this agreement and for all uses set forth in this agreement including listing and marketing the property in any medium, including electronic media. You release us and our brokerage representatives from all claims and liability arising from these consented uses.

11.3 You consent to our collection, use, and disclosure of the Listing Information:
- (a) in our databases and in any databases we choose to use, regardless of whether we operate or control the databases.

(b) for any business purpose, including making comparative analyses and sharing information with appraisers and other brokerages.

11.4 You acknowledge that we, our local real estate board, our provincial real estate association, and the listing services we use may:
(a) disclose the Listing Information to others authorized to use the listing service, like other brokers, appraisers, government departments, municipal organizations, and others.
(b) use the Listing Information to gather, keep, and publish statistics which may be used to conduct comparative market analyses.
(c) use the Listing Information to better list, market, and sell real estate.

11.5 We will not use or disclose your Listing Information except as set forth in clauses 11.2, 11.3, or 11.4, or as required by law.

11.6 We will not give you any confidential information we have because of a past or present agency relationship with someone else.

12. ONGOING OBLIGATIONS

12.1 Our duty under clauses 11.1 through 11.5 to keep your Listing Information confidential in accordance with the terms thereof continues after this agreement ends.

13. INDEMNIFICATION

13.1 You agree that you will indemnify us and our brokerage representatives against all claims and legal actions that may arise because we reasonably and in good faith relied on information you gave us. This means that you will have to pay us in full for the outcome of these claims and legal actions and any related expenses including legal fees.

14. PROPERTY INFORMATION, NOTICES AND PERMITS

14.1 You are required by law to disclose material latent defects. These are known defects in the property that are not discoverable through a reasonable inspection and that may make the property dangerous or potentially dangerous to occupants or unfit for habitation. You may also be required to disclose defects that would be expensive to fix, government and local authority notices and lack of development permits.

(a) Are you aware of material latent defects in the property?	☐ Yes	☒ No
(b) Do you know of any defects that would be expensive to fix?	☐ Yes	☒ No
(c) Have you received any government or local authority notices?	☐ Yes	☒ No
(d) Do you know of any lack of permits for any development on the property?	☐ Yes	☒ No

If *yes* to any of the above, complete the Defect Disclosure Instruction Schedule.

15. ADDITIONAL TERMS (IF ANY)

16. EARLY END TO THIS AGREEMENT

16.1 Despite the end date listed at the beginning of this agreement, the agreement ends immediately if any of these things happen:
(a) you complete a sale of the property.
(b) we and you agree in writing to an earlier end date.
(c) our licence to trade in real estate is suspended or cancelled.
(d) we are bankrupt, insolvent, or we are in receivership.
(e) you materially breach this agreement and we give you written notice to end it, or we materially breach this agreement and you give us written notice to end it.
(f) you give us written notice to end this agreement because our board membership status changes to the extent that we cannot fulfill our obligations under this agreement.

If the agreement ends for any of these reasons, our rights and your rights under this agreement will not be affected.

17. OTHER DETAILS ABOUT THIS AGREEMENT

17.1 Documents attached to this agreement only form part of this agreement if we and you sign or initial them. In addition to the property schedule selected in clause 1.1, this agreement includes these attached documents:

17.2 Any future changes to this agreement must be in writing and signed by both of us to be effective.

17.3 Words with a singular meaning may be read as plural when required by the context.

17.4 If any clauses added to this agreement conflict with standard clauses in this agreement, the added clauses apply.

17.5 This agreement is the entire agreement between us and you. Anything we discussed with you, or that you told us, is not part of this agreement unless it is in this agreement.

17.6 This agreement is for the benefit of and will be binding on the heirs, administrators, executors, successors and assigns of you and us.

17.7 The laws of the Province of Alberta govern this agreement.

17.8 A sale is complete when all money has been paid to you or your lawyer and is releasable.

18. SELLER ACKNOWLEDGEMENT

18.1 You acknowledge that:

(a) you have read this agreement
(b) you have received and read the Guide.
(c) this agreement creates a sole agency relationship with the designated agent, as the Guide describes.
(d) you had the opportunity to get independent advice from a lawyer, tax adviser, lender, appraiser, surveyor, structural engineer, property inspector or such other professional service provider as you require before signing this agreement.
(e) this agreement accurately sets out what we and you agree to.

19. CONTACT INFORMATION

19.1 The following contact information must be used for all written communications between us and you. If this contact information changes, we and you must tell each other in writing within two days of the change.

SELLER:

Name 627612 Alberta Ltd.
Address 100 Adelaide ST.West Toronto M5H1S3 (postal code)
Phone 416-943-3185 Fax
Email duncan.yang@ca.ey.com

Name
Address (postal code)
Phone Fax
Email

BROKERAGE:

Name Maxwell Challenge Realty
Address 210 6650-177 Street AB T5T4J5 (postal code)
Phone 780-483-4848 Fax
Email admin@challengeadmin.com

BROKERAGE REPRESENTATIVE:

Name Darrell Zapernick
Address: c/o the Brokerage
Phone 780-907-0016 Fax
Email dzapernick@hotmail.com

19.2 We and you may communicate and deliver documents and information to each other in person, by mail, or electronically. We and you acknowledge there are risks with each of these methods and we have explained these risks to you.

19.3 We and you agree that for our communication an electronic signature will have the same function as an ink signature and that any documents or information exchanged between us will be considered delivered when they are sent.

SIGNATURES:

SIGNED AND DATED on ______________________________, 20____.

Signature of Seller

Signature of Seller

Print Name of Seller

Print Name of Seller

Signature of Witness

Signature of Witness

Print Name of Witness

Print Name of Witness

Darrell Zapernick
Signature of Brokerage Representative

Darrell Zapernick
Print Name of Brokerage Representative

Seller: Initial here to show you have received a copy of this Agreement ________

Initials Dated at ______. m. on ______________________________, 20____.

NON-OWNER SPOUSE SIGNATURE (when dower rights apply):

Signed and dated at ______________________, Alberta at ________. m. on ________________________________, 20______.

Non-Owner Spouse Signature | Non-Owner Spouse Name (print)

Witness Signature | Witness Name (print)

2. The properties owned by 627612 Alberta Ltd. comprise:

a) Rosedale Condominiums - 15 condominium units in the Rosedale Place condominium project in Edmonton, Alberta (the "**Rosedale Condominiums**") legally described as follows:

CONDOMINIUM PLAN 8321571
UNIT 2
AND 112 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 8321571
UNIT 17
AND 118 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY

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CONDOMINIUM PLAN 8321571
UNIT 81
AND 121 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 8321571
UNIT 88
AND 87 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 8321571
UNIT 94
AND 117 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 8321571
UNIT 96
AND 89 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

APPENDIX "A"
THE PROPERTIES

EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 8321571
UNIT 20
AND 84 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 8321571
UNIT 33
AND 119 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 8321571
UNIT 35
AND 86 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 8321571
UNIT 43
AND 86 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 8321571
UNIT 50
AND 114 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 8321571
UNIT 58
AND 114 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 8321571
UNIT 59
AND 86 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 8321571
UNIT 64
AND 86 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 8321571
UNIT 70
AND 116 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

ENGAGEMENT AGREEMENT ADDENDUM FOR:

CENTRAL PARK CONDOMINIUMS

ROSE DALE PLACE CONDOMINIUMS

10 DUPEX UNITS IN FORT SASKATCHEWAN

1.) The broker has read and understands the provisions, milestones and other relevant dates outlined in Appendix A of the draft SISP and draft SISP Order (the "SISP" Documents).
2.) The broker agrees to market the property in accordance with provisions, milestones and other relevant dates outlines in the SISP Documents.
3.) The broker understands and agrees that notwithstanding the termination clause otherwise noted in this agreement, the Seller cannot confirm that this listing agreement will extend past August31, 2023 if no acceptable offer is received by this date.
4.) All offers received are subject to Court approval in the CCAA proceedings of the Seller;
5.) In the event of conflicts or inconsistencies between this Agreement (on the one hand) and the SISP Documents (on the other hand), such conflicts or inconsistences shall be resolved in favour of the SISP Documents, which shall (to the extent of any such conflicts or inconsistencies) prevail over this Agreement.

Darrell Zapernick, Agent

Maxwell Challenge Realty

EXCLUSIVE LISTING AGREEMENT FOR SALE

BETWEEN: **AVISON YOUNG COMMERCIAL REAL ESTATE SERVICES, LP**
2100 10111 - 104 Avenue
Edmonton, Alberta T5J 0J4
(TEL) 780 428 7850
Attention: Ken Williamson & Carl Pedersen
Email: ken.williamson@avisonyoung.com, carl.pedersen@avisonyoung.com

(hereinafter referred to as "Avison Young")

AND: **SPRUCE GROVE INDUSTRIAL PARK INC.**
2400, 10303 Jasper Avenue
Edmonton, Alberta T5J 3N6
(TEL) 780 428 2426
Attention: Marjorie A. Carr
Email: marj@jwcarrholdings.ca

(hereinafter referred to as "Client")

RE: **<u>Spruce Grove Industrial Park Lots, Spruce Grove, Alberta and legally described in Schedule "A"</u>**

(hereinafter referred to as the "Property")

In consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, all the parties agree with the other as follows:

1. GRANT OF AUTHORITY

The Client hereby grants to Avison Young during the term of this agreement and upon the terms and conditions hereinafter set forth the exclusive authority to solicit offers to purchase all of the land (the "Property") as more particularly set forth on Schedule "A" hereto on the terms and conditions hereinafter set forth. Notwithstanding anything to the contrary herein, Avison Young may assign this Agreement to any entity which it controls, is controlled by, or is under common control with Avison Young.

2. TERM

This Exclusive Listing Agreement shall remain in full force and effect for twelve (12) months from the date hereof, after which time Avison Young's appointment will automatically be renewed from month to month. Notwithstanding anything contained herein to the contrary, if an offer to purchase or sell (the "Offer") has been accepted by the Client and purchaser, and the Offer is subject to any conditions, and if the date for removal of the condition or conditions (the "Condition Removal Date") extends beyond the date set out in this paragraph 2, then this Exclusive Listing Agreement shall be extended and shall continue in full force and effect until sixty (60) days after the Condition Removal Date.

3. LISTING PRICE

The listing price for the Property shall be as indicated in Schedule "B" attached hereto.

4. COMMISSION

The Client shall pay to Avison Young a one-time fee without duplication (the "Sale Fee") based on the Gross Sale Price (as hereinafter defined) of the Property sold during the term as outlined in Schedule "C".

The Sale Fee which is payable as a result of a sale shall be referred to as "Commission".

The "Gross Sale Price" of the Property means all monies paid to the Client for the Property by the purchaser and the amount of all of the Client's indebtedness, if any, assumed by the purchaser net of reductions to price which may be granted by the Client in order to close the sale. In the event that any portion of the purchase price is subject to a holdback for capital expenditures or for any other purpose, the Commission shall be calculated on the Gross Sale Price less such holdbacks and a further Sales Fee shall be payable when and if such holdbacks are released to the Client, net of any costs incurred by the Client in obtaining such release of holdback. The Gross Sale Price does not include any Goods and Services Tax.

Avison Young shall be deemed to have earned and shall be paid a Commission only upon successful completion of closing of the sale or other disposition of the Property pursuant to an offer from a purchaser accepted by the Client:

(i) during the term of this Agreement whether or not introduced by Avison Young; or

(ii) within sixty (60) days after the expiration of the term provided that the purchaser was:

(A) introduced to the Client or the Property by Avison Young during the term and identified as a registered purchaser; or

(B) contacted directly by the Client during the term.

Should the sale of the Property or any part thereof be made to any purchaser presented by any third party broker, the Client shall have no obligation to such other broker or third party. The Client grants to Avison Young a security interest in the gross sale proceeds including any deposit relating thereto in respect of the commission due to Avison Young and irrevocably instructs their acting solicitor to retain and pay such commission from the proceeds of the sale directly to Avison Young.

5. OBLIGATION OF AVISON YOUNG

During the term of this Agreement, Avison Young shall use its best efforts to arrange the sale of the Property on the terms and conditions approved by the Client. Responsibilities of Avison Young shall include:

(a) providing the Client an estimate of the value of the Property and recommending to the Client for its approval an appropriate sale price for the Property;

(b) preparing marketing material at its sole cost and expense (except with respect to third party reports) and compiling Avison Young's due diligence for an offering for sale of the Property. Avison Young shall present the marketing material to the Client for its review and approval prior to release to prospective purchasers;

(c) using its best efforts to solicit offers from prospective purchasers;

(d) dealing with any other licensed real estate agent who informs Avison Young of prospective purchasers represented by such agent and who have not been previously contacted by Avison Young;

(e) ensuring that all offers are in writing and submitted promptly to the Client including offers received from other agents or co-operating brokers. Avison Young acknowledges that it has no authority to accept any offers on behalf of the Client; and

(f) assisting the Client in qualifying potential purchasers.

6. REGISTRATION OF POTENTIAL PURCHASER AND BROKERS

(a) Avison Young shall maintain a list of potential purchasers of the Property who are introduced to or who contact Avison Young in respect of the Property during the term of the Agreement ("Registered Purchasers"). An up-to-date list of such Registered Purchasers shall be given to the Client upon request from time to time and at the expiry of the Agreement.

(b) Avison Young shall add to the list of Registered Purchasers the name of any potential purchaser of the Property which has been solicited by any other third party broker whose name has been communicated by such other broker or third party to Avison Young.

7. TRANSACTION BROKERAGE

During the term of this Agreement and for sixty (60) days thereafter Avison Young shall not represent any third party to facilitate the sale of the Property unless the Client has agreed to enter into a Transaction Brokerage Agreement.

8. CLIENT'S OBLIGATIONS

The Client will during the term of this Agreement:

(a) cooperate and assist Avison Young in connection with the sale and other disposition of the Property and make available all plans, financial information, documents, and copies of all reports related to the Property respecting planning and zoning, soil conditions, environmental conditions, property surveys and the like information relating to the Property which the Client has in its possession that would be reasonably required by a prospective purchaser and which the Client does not deem confidential;

(b) allow Avison Young to show prospective purchasers through the Property during reasonable hours and upon reasonable notice;

(c) pay in addition to the Commission any taxes or duties (including Goods and Services Tax) which are lawfully payable on the Commission; and

(d) refer contacts or enquiries related to the potential sale or other disposition of the Property howsoever received during the term to Avison Young.

9. AVISON YOUNG'S LICENSE

Avison Young represents and warrants that it holds and will maintain in good standing throughout the term a valid real estate brokerage license in accordance with the Laws of the Province of Alberta.

10. INDEMNITY

(a) The Client shall indemnify and save harmless Avison Young and those for whom it is responsible in law from and against all losses, claims, costs, damage, expense and liabilities which Avison Young or those for whom it is responsible in law may suffer or incur as a result of any misrepresentation or breach of any warranty, covenant or obligation set out herein. Such indemnity shall not extend to any losses, claims, costs, damage, expense or liability resulting from a negligent or willful act or omission of Avison Young or those for whom it is responsible in law.

(b) Avison Young shall indemnify and save harmless the Client and those for whom it is responsible in law from and against all losses claims, costs, damage, expense and liability which the Client or those for whom it is responsible in law may suffer or incur as a result of any misrepresentation or breach of any warranty, covenant or obligation set out herein or any negligent or willful act or omission of Avison Young or those for whom it is responsible in law.

11. NOTICES

Any notice or consent including any invoice, statement or request or other communication (a "Notice") herein required or permitted to be given by either party to the other shall be in writing and shall be delivered by hand or by fax or electronically in PDF format to the applicable address (and fax number and e-mail address, if applicable) set forth below:

(a) in the case of the Client, to:

Spruce Grove Industrial Park Inc.
2400, 10303 Jasper Avenue
Edmonton, Alberta T5J 3N6
(TEL) 780 428 2426
Attention: Marjorie A. Carr
Email: marj@jwcarrholdings.ca

(b) in the case of Avison Young, to:

Avison Young Commercial Real Estate Services, LP
2100 10111 - 104 Avenue NW
Edmonton, Alberta T5J 0J4
Attention: Ken Williamson and Carl Pedersen
E-mail: ken.williamson@avisonyoung.com, carl.pedersen@avisonyoung.com

12. CONFIDENTIALITY

Avison Young agrees to keep confidential, and to use reasonable efforts to ensure that those for whom it is at law responsible and its agents keep confidential, the provisions of this Agreement. This covenant shall survive the termination of this Agreement. Without limiting the foregoing:

(a) prior to releasing any information relating to the Property to a third-party Avison Young shall obtain a written agreement from said third party covenanting in favour of the Client to abide by this Section; and

(b) Avison Young shall not communicate with the media without the Client's prior written approval.

13. CHARGING

The Client agrees that all of their interest in the Property (land, buildings, and attached goods) is hereby charged and encumbered for the benefit of Avison Young to secure payment of all monies that the Client owes Avison Young under this agreement. The Client agrees that Avison Young is entitled to charge and encumber the Property (land, buildings and attached goods) under the *Land Titles Act* (Alberta).

14. EARLY TERMINATION

This Exclusive Listing Agreement may be terminated at any time upon either Party providing the other with twenty-four (24) hours' written notice.

15. TIME OF ESSENCE

Time shall be of the essence in this Agreement.

16. G.S.T.

The Client shall be responsible for the payment of all Goods and Services Tax ("G.S.T.") or similar tax relating to Avison Young's Fee provided that Avison Young shall provide the Client with all receipts or other information required pursuant to the input tax credit information regulations.

17. FURTHER ASSURANCES

Each of Avison Young and the Client agree to promptly do, make and execute all such further documents, agreements, assurances, acts, matters and things and take such further action as may be reasonably required from time to time to more effectively carry out the true intent of this Agreement.

18. SUCCESSORS AND ASSIGNS

This Agreement shall not be assigned by Avison Young without the prior written consent of the Client which consent may not be unreasonably withheld.

19. ENUREMENT

This Agreement shall enure to the benefit of the Client, its successors and assigns, Avison Young and its permitted successors and assigns, and shall be binding upon the Client, Avison Young and their respective successors and assigns.

20. GOVERNING LAW

The Agreement shall be governed by the laws of the Province of Alberta and the laws of Canada applicable therein.

21. EXECUTION IN COUNTERPART

This Agreement may be executed in counterpart, all of which when so executed shall be deemed to be an original and when taken together shall constitute one and the same Agreement.

22. EXECUTION BY FAX OR ELECTRONICALLY

The parties agree that this Agreement may be executed and delivered by facsimile or electronically in PDF format.

---------------------------------------the following page is the execution page--------------------------------

DATED at [redacted], Alberta this [redacted] day of [redacted]

SPRUCE GROVE INDUSTRIAL PARK INC.

Per: [redacted]

Name: Marjorie A. Carr, President

I have the authority to bind the company.

ACCEPTED this [redacted] day of [redacted], 2022.

AVISON YOUNG COMMERCIAL REAL ESTATE SERVICES, LP

Per: ______________________

Name: Cory Wosnack

SCHEDULE "A"

The Property

The Property contemplated for sale is comprosed of the following sites:

ADDRESS	TITLE NUMBER	PLAN	BLOCK	LOT	AREA (ACRES)
306 Commerce Road	152 226 087 +4	1523298	1	9	3.34
304 Commerce Road	152 226 087 +5	1523298	1	10	3.14
385 Saskatchewan Avenue	142 102 244 +4	1421723	4	6	5.1
395 Saskatchewan Avenue	152 390 733 +2	1525617	4	7	6.1
410 Saskatchewan Avenue	152 390 733 +3	1525617	4	8	2.67
420 Saskatchewan Avenue	152 390 733 +4	1525617	4	9	1.55

SCHEDULE "B"

Listing Price

The Property shall be listed for sale at a price as set out below:

ADDRESS	TITLE NUMBER	PLAN	BLOCK	LOT	AREA (ACRES)	LIST PRICE
306 Commerce Road	152 226 087 +4	1523298	1	9	3.34	
304 Commerce Road	152 226 087 +5	1523298	1	10	3.14	
385 Saskatchewan Avenue	142 102 244 +4	1421723	4	6	5.1	
395 Saskatchewan Avenue	152 390 733 +2	1525617	4	7	6.1	
410 Saskatchewan Avenue	152 390 733 +3	1525617	4	8	2.67	
420 Saskatchewan Avenue	152 390 733 +4	1525617	4	9	1.55	

SCHEDULE "C"

Commission Schedule

Sale commissions shall be paid in accordance with Subsection 1 and Subsection 2.

Subsection 1 – For a sale of the Property or any part thereof in which Ken Williamson and Carl Pedersen are the sole agents:

The fee to Avison Young shall be three percent (3%) of Gross Sale Price.

Subsection 2 – For a sale of the Property or any part thereof in which Ken Williamson and Carl Pedersen, and a co-operating agent, are involved:

Avison Young agrees to co-operate with other real estate agents to achieve the objective of selling the Property or any part thereof on the terms and conditions acceptable to the Client. Avison Young agrees that if any agent registers a potential Purchaser in writing and demonstrates control of their requirement, and Avison Young is not working with that Purchaser already, Avison Young will accept the registration of the potential Purchaser. Avison Young shall not be required to accept registration of potential municipal, provincial, or federal government tenants.

The total fee shall be three percent (3%) of Gross Sale Price and in the event a co-operating agent is involved, Avison Young shall share 50% of the fee with the co-operating agent.

Addendum to Exclusive Listing Agreement for Sale

1.) The broker has read and understands the provisions, milestones and other relevant dates outlined in Appendix A of the draft SISP and draft SISP Order (collectively, the "SISP Documents");

2.) The broker agrees to market the property in accordance with the provisions, milestones and other relevant dates outlined in the SISP Documents;

3.) The broker understands and agrees that notwithstanding the termination clauses otherwise noted in this agreement, the Seller cannot confirm that this listing agreement will extend past August 31, 2023 if no acceptable offer is received by this date;

4.) All offers received are subject to Court approval in the CCAA proceedings of the Seller; and

5.) In the event of conflicts or inconsistencies between this Agreement (on the one hand) and the SISP Documents (on the other hand), such conflicts or inconsistences shall be resolved in favour of the SISP Documents, which shall (to the extent of any such conflicts or inconsistencies) prevail over this Agreement

Avison Young Commercial Real Estate Services, LP

Per:______________________________

Cory Wosnack

AREA Alberta Real Estate Association

740
Agreement Number

EXCLUSIVE SELLER REPRESENTATION AGREEMENT

An Agreement to Exclusively Represent a Seller

(For Use in Designated Agency Brokerages)

Between

THE BROKERAGE (WE)	and	**THE SELLER (YOU)**
Name *MAXWELL CHALLENGE REALTY*		Name *272649 ALBERTA LTD*
Name		Name

1. THE PROPERTY

1.1 The land and buildings at (municipal address): *50 AVENUE + RR 281 MULHURST BAY, WETASKIWIN COUNTY, ALTA T0C 2C0*

including the following goods not attached to the land and buildings:

VACANT LAND ONLY (80.5 ACRES)

and all goods attached to the land and buildings, **except**:

Legal Description (to be used for non-condominium and non-country residential properties only):

Plan ______ Block ______ Lot ______

Legal descriptions for condominium and country residential properties must be put in a property specific schedule. Indicate the applicable schedule below, complete and attach it. Other schedules may be required. Additional schedules must be listed in clause 17.1.

- ☐ **Condominium Property Schedule**
- ☑ **Country Residential Property Schedule**

1.2 You authorize us to offer the property for sale for $[redacted], including GST, if applicable. You must determine whether the sale of the property is subject to GST by getting independent advice. You acknowledge that neither we nor our representatives are giving an opinion about GST applying to the sale of the property and you agree that we and our representatives will not be responsible for the payment of GST.

1.3 The proposed possession date is *15 DAYS / NEGOTIABLE*.

2. OUR AGENCY RELATIONSHIP

2.1 You give us the exclusive right to offer the property for sale. We appoint *RUSS SLEMKO / DARRELL ZAPERNICK* (the designated agent) to serve as sole agent for you. This agreement creates a sole agency relationship with the designated agent, as the Real Estate Council of Alberta's *Consumer Relationships Guide* (Guide) explains. That means you cannot appoint anyone else as your agent or representative during this agreement. However, we may represent buyers and other sellers.

2.2 If the designated agent is no longer registered with us and at your request, we will appoint another designated agent to serve as sole agent for you or this agreement ends.

2.3 The designated agent's knowledge will not be attributed to us or to our designated agents representing buyers.

2.4 This agreement begins on *JUNE 13*, 20*22* at ______ .m.
It ends on *JANUARY 31*, 20*22* at *11:00 P*.m.

3. OUR RESPONSIBILITIES

3.1 During this agreement we must:

(a) be impartial in our dealings with you and other buyers represented by us interested in the property.
(b) make sure the designated agent that represents you meets our applicable policies and procedures.
(c) supervise the designated agent and support staff to make sure their responsibilities are met.
(d) hold money we receive in trust, as the *Real Estate Act* requires.
(e) give you a copy of this agreement as soon as possible after signing.

4. THE DESIGNATED AGENT'S RESPONSIBILITIES

4.1 The designated agent must meet their agency responsibilities to you in a timely manner.

4.2 In addition to the responsibilities described in the Guide, the designated agent must also:
(a) market the property, until the property is sold under this agreement, or this agreement ends.
(b) keep you informed of their marketing activities and any resulting transaction.
(c) tell any buyer interested in the property that they are your agent.
(d) tell buyers of all material latent defects affecting the property that they are aware of.
(e) help you negotiate favourable terms and conditions with a buyer.
(f) help you to prepare and comply with a contract to sell the property.
(g) present all offers and counteroffers to and from you, even when you have accepted a purchase contract. However, they need not seek additional offers while there is an unconditional purchase contract.
(h) tell you relevant facts about the transaction.

5. MLS® SYSTEM AND THE DESIGNATED AGENT'S OTHER SERVICES

5.1 The designated agent will advertise and market the property using the MLS® System. The MLS® System is a web-based service that allows seller representatives to list properties for sale and share information about those properties. All listings on the MLS® System must: (a) be for a minimum duration of 60 days; (b) provide compensation for cooperating brokers for the sale of the property; and (c) not exclude any licensed industry member from acting as a cooperating broker.

5.2 You request and the designated agent agrees to provide the following other services:
(a) to install a lock-box on the property to provide access to authorized persons. ☐ Yes ☑ No
(b)
(c) SEE SERVICE MENU ATTACHED
(d)

6. YOUR RESPONSIBILITIES

6.1 During this agreement you must:
(a) provide us with a real property report showing the current state of improvements on the property according to the Alberta Land Surveyors' Manual of Standard Practice, with evidence of municipal compliance or non-conformance, within ten days of signing this agreement, unless the property is a conventional condominium. Not having this real property report may result in problems on closing or rescission of the purchase contract.
(b) insure the property and its contents against loss or damage due to causes normally insured against for similar properties, even if your property is vacant.
(c) communicate and cooperate with us.
(d) tell us if the property's condition, status or title changes.
(e) tell us about inquiries you make or receive about the sale of the property.
(f) determine whether the sale of the property is subject to GST.
(g) determine and tell us if you will have enough money left over after the sale of your property to cover payment of your mortgage balance (including any payout penalties) and any other obligations you must pay out with the sale money.

6.2 During this agreement and 0 days after this agreement ends, you must give us copies of any offers you make or receive for the sale of the property, unless you sign a seller representation agreement with another brokerage that begins after this agreement ends.

7. YOUR WARRANTIES AND REPRESENTATIONS

7.1 You warrant:
(a) you have authority to sell the property as described, including attached and unattached goods.
(b) no one else has a legal right to the attached and unattached goods.
(c) you have told us about all third party rights to the property that you know about.
(d) all information you give us is true to the best of your knowledge.

7.2 You warrant, to the best of your knowledge, the following are true:
(a) the land and buildings are currently being used according to municipal bylaws.
(b) the buildings and land improvements are entirely on the land and not on any easement, right-of-way, or neighbouring lands (unless there is a registered agreement on title).
(c) the location of the buildings or improvements meet municipal bylaws or regulations **or** the buildings and improvements are "non-conforming buildings" as defined in the *Municipal Government Act* (Alberta).
(d) the land and buildings are currently being used according to, and the location of the buildings and land improvements meet, the restrictive covenants on title (if any).
(e) you are not a non-resident of Canada under the *Income Tax Act* (Canada).

8. DOWER CONSENT

8.1 The following questions must be answered if you are the only registered owner of the property:
(a) Are you legally married? (includes a separated couple not yet legally divorced but does not include a couple in a common law relationship) ☐ Yes ☐ No
(b) Have you or your spouse resided on the property at any time since your marriage? ☐ Yes ☐ No

If you answered ***yes*** to both questions, your spouse will have to complete the Dower Consent and Acknowledgement and sign this agreement in the Signatures section – Non-Owner Spouse Signature (when dower rights apply).

9. CONFLICTS OF INTEREST

9.1 It is not a conflict of interest if the designated agent simply shows the property to a buyer they also represent.

9.2 A conflict of interest occurs when the designated agent acts as the sole agent for both you and the buyer. In that case, they must tell you there is a conflict and tell you and the buyer your options.

9.3 If there is a conflict, you and the buyer may agree to have the designated agent act as a transaction facilitator. In that case, they work for both sides to bring about a purchase and sale and do not act as sole agent for either of you.

9.4 If the designated agent, you or the buyer decide not to have them facilitate the transaction, they will act as the sole agent of the side which first signed a representation agreement with us, unless we all agree otherwise in writing.

9.5 If the designated agent does not continue to act as your sole agent, you may ask us to designate another agent from our brokerage, you may choose another brokerage, ask our designated agent to refer you to another brokerage, or have a customer relationship with the designated agent. If you are a customer, the designated agent's responsibilities are limited to those outlined in the Guide.

10. OUR FEE AND LIMITS ON PAYMENTS

10.1 Our fee is 5% ON FIRST $100,000 + 3% ON BALANCE SALE PRICE (plus GST) and is due when the sale of the property is complete.

10.2 We will offer 3% ON FIRST $100,000 + 1.5% ON BALANCE SALE PRICE (plus GST) from our fee to the buyer's brokerage.

10.3 You must pay our fee if:

(a) while this agreement is in effect, you enter into a legally binding contract to sell the property, whether through us or not. You must pay us even if you don't complete the sale, unless you have a legal reason for not completing it.

(b) in the 0 days after this agreement ends, you enter into a legally binding contract to sell the property where the buyer was introduced to the property during the term of this agreement. You must pay us even if you don't complete the sale, unless you have a legal reason for not completing it.

10.4 You authorize us to use any deposit we hold under the purchase contract or this agreement towards money you owe us under this agreement. If the deposit does not cover our fee and any other money owing to us under this agreement, you must pay us the outstanding balance by 0 days:

(a) after the sale is completed, or

(b) from when this agreement ends.

10.5 You must instruct your lawyer to deduct from the deposit and proceeds of sale, or money forfeited by or recovered from the buyer, the amount that you owe us under this agreement.

10.6 You do not pay our fee if you:

(a) sell the property to a buyer excluded in writing from this agreement.

(b) sign a seller representation agreement with another brokerage that begins after this agreement ends.

10.7 If you change your mind about selling the property, you must tell us in writing. You must reimburse us for our reasonable expenses up to the time you tell us. Reasonable expenses will include: NIL

If you pay these reasonable expenses, it does not remove your responsibility to pay other amounts you may owe us under this agreement.

10.8 If the buyer does not complete a legally binding contract to buy the property and has no legal reason for not completing it, the buyer may forfeit the deposit. If the buyer forfeits the deposit you will pay us our fee or 50% of the forfeited deposit, whichever is less.

10.9 You agree that all of your interest in the land, buildings and attached goods may be encumbered for our benefit to secure payment of all money that you owe us under this agreement. We and you agree that we are entitled to encumber the land, buildings, and attached goods under the *Land Titles Act* (Alberta).

10.10 If we have to enforce any of our rights under this agreement and we are successful, you will pay us our reasonable enforcement costs including lawyer and client fees.

10.11 We must not accept any other fees including finder's fees, referral fees, bonuses or gifts directly or indirectly related to this agreement, unless we first tell you in writing everything relevant about the payment and you consent in writing to the payment.

11. PERSONAL AND CONFIDENTIAL INFORMATION

11.1 For the purposes of this agreement, "Listing Information" includes all information required for the listing of the property, including your personal and confidential information. This includes but is not limited to your name, property address, images and audio and video recordings of the property, listing, pricing and sales information, existence of conditional offers, the unconditional sale price, and date of sale of the property.

11.2 You give your consent to us to collect, maintain, use and disclose the Listing Information, both now and at any time in the future, for the purposes of this agreement and for all uses set forth in this agreement including listing and marketing the property in any medium, including electronic media. You release us and our brokerage representatives from all claims and liability arising from these consented uses.

11.3 You consent to our collection, use, and disclosure of the Listing Information:

(a) in our databases and in any databases we choose to use, regardless of whether we operate or control the databases; and

(b) for any business purpose, including making comparative analyses and sharing information with appraisers and other brokerages.

11.4 You acknowledge that we, our local real estate board, our provincial real estate association, and the listing services we use may:

(a) disclose the Listing Information to others authorized to use the listing service, like other brokers, appraisers, government departments, municipal organizations, and others.

(b) use the Listing Information to gather, keep, and publish statistics which may be used to conduct comparative market analyses; and

(c) use the Listing Information to better list, market, and sell real estate.

11.5 We will not use or disclose your Listing Information except as set forth in clauses 11.2, 11.3, or 11.4, or as required by law.

11.6 We will not give you any confidential information we have because of a past or present agency relationship with someone else.

12. ONGOING OBLIGATIONS

12.1 Our duty to keep the Listing Information confidential continues after this agreement ends.

13. INDEMNIFICATION

13.1 You agree that you will indemnify us and our brokerage representatives against all claims and legal actions that may arise because we reasonably and in good faith relied on information you gave us. This means that you will have to pay us in full for the outcome of these claims and legal actions and any related expenses including legal fees.

14. PROPERTY INFORMATION, NOTICES AND PERMITS

14.1 You are required by law to disclose material latent defects. These are known defects in the property that are not discoverable through a reasonable inspection and that may make the property dangerous or potentially dangerous to occupants or unfit for habitation. You may also be required to disclose defects that would be expensive to fix, government and local authority notices and lack of development permits.

(a) Are you aware of material latent defects in the property? ☐ Yes ☑ No

(b) Do you know of any defects that would be expensive to fix? ☐ Yes ☑ No

(c) Have you received any government or local authority notices? ☐ Yes ☑ No

(d) Do you know of any lack of permits for any development on the property? ☐ Yes ☑ No

If *yes* to any of the above, complete the Defect Disclosure Instruction Schedule.

15. ADDITIONAL TERMS (IF ANY)

____

____

____

16. EARLY END TO THIS AGREEMENT

16.1 Despite the end date listed at the beginning of this agreement, the agreement ends immediately if any of these things happen:

(a) you complete a sale of the property.

(b) we and you agree in writing to an earlier end date.

(c) our licence to trade in real estate is suspended or cancelled.

(d) we are bankrupt, insolvent, or we are in receivership.

(e) you materially breach this agreement and we give you written notice to end it, or we materially breach this agreement and you give us written notice to end it.

(f) you give us written notice to end this agreement because our board membership status changes to the extent that we cannot fulfill our obligations under this agreement.

If the agreement ends for any of these reasons, our rights and your rights under this agreement will not be affected.

17. OTHER DETAILS ABOUT THIS AGREEMENT

17.1 Documents attached to this agreement only form part of this agreement if we and you sign or initial them. In addition to the property schedule selected in 1.1, this agreement includes these attached documents:

____

____

17.2 Any future changes to this agreement must be in writing and signed by both of us to be effective.

17.3 Words with a singular meaning may be read as plural when required by the context.

17.4 If any clauses added to this agreement conflict with standard clauses in this agreement, the added clauses apply.

17.5 This agreement is the entire agreement between us and you. Anything we discussed with you, or that you told us, is not part of this agreement unless it is in this agreement.

17.6 This agreement is for the benefit of and will be binding on the heirs, administrators, executors, successors and assigns of you and us.

17.7 The laws of the Province of Alberta govern this agreement.

17.8 A sale is complete when all money has been paid to you or your lawyer and is releasable.

18. SELLER ACKNOWLEDGEMENT

18.1 You acknowledge that:

(a) you have read this agreement
(b) you have received and read the Guide.
(c) this agreement creates a sole agency relationship with the designated agent, as the Guide describes.
(d) you had the opportunity to get independent advice from a lawyer, tax adviser, lender, appraiser, surveyor, structural engineer, property inspector or such other professional service provider as you require before signing this agreement.
(e) this agreement accurately sets out what we and you agree to.

19. CONTACT INFORMATION

19.1 The following contact information must be used for all written communications between us and you. If this contact information changes, we and you must tell each other in writing within two days of the change.

SELLER:

Name 272649 ALBERTA LTD T5J 3N6
Address 2400, 10303-JASPER AVE, EDM (postal code)
Phone: 780 428-2427 Fax: 780-429-4511
Email: MART @ JWCARRHOLDINGS.CA

Name
Address (postal code)
Phone: Fax:
Email:

BROKERAGE:

Name MAXWELL CHALLENGE REALTY
Address 201, 6650-177 ST, EDM T5T 4J5 (postal code)
Phone: 780 483-4848 Fax: 780 444-8017
Email: ADMIN@CHALLENGEADMIN.COM

BROKERAGE REPRESENTATIVE: 780-907-0016

Name RUSS SLEMKO / DARREL ZAPERNICK
Address: c/o the Brokerage
Phone: 780 446-5385 Fax: 780-444-8017
Email: INFO@RUSSSLEMKO.COM
DZAPERNICK@HOTMAIL.COM

19.2 We and you may communicate and deliver documents and information to each other in person, by mail, or electronically. We and you acknowledge there are risks with each of these methods and we have explained these risks to you.

19.3 We and you agree that for our communication an electronic signature will have the same function as an ink signature and that any documents or information exchanged between us will be considered delivered when they are sent.

SIGNATURES:

SIGNED AND DATED on ______________________________, 20____.

x ______________________________
Signature of Seller

MARJORIE CARR, DIRECTOR
Print Name of Seller

____
Signature of Witness

____
Print Name of Witness

RSlemko
Signature of Brokerage Representative

____
Signature of Seller

____
Print Name of Seller

____
Signature of Witness

____
Print Name of Witness

RUSS SLEMKO
Print Name of Brokerage Representative

Seller: Initial here to show you have received a copy of this Agreement ________

Initials Dated at ________.m. on ______________________________, 20____.

NON-OWNER SPOUSE SIGNATURE (when dower rights apply):

Signed and dated at ______________________, Alberta at ________.m. on ________________________________, 20______.

______________________________ Non-Owner Spouse Signature

______________________________ Non-Owner Spouse Name (print)

______________________________ Witness Signature

______________________________ Witness Name (print)

MaxWell WHERE REAL ESTATE HAPPENS

"The Service Menu"

The Service Menu is attached and forms part of the MLS® Listing Contract Exclusive Seller Brokerage Agreement Number: 740 Address: 50 AVE + RR 281 MULHURST BAY

The following services agreed to and will be provided as part of the listing contract.

- Comparative Market Analysis (CMA) and help pricing your property
- Marketing consultation
- Guidance and explanation of the home selling process
- Obtain land title and tax information and review
- Review, explain and sign contracts and disclosure documents
- Guidance on obtaining a current Real Property Report or Condo Documents
- Place a secure lock box on your property
- Measure property
- Take interior & exterior pictures of the property
- Order Yard/Lawn/Condo sign
- Listing posted on the Multiple Listing Service (MLS)
- Listing posted on realtor.ca and Maxwell.ca
- Set up property showings with potential buyers and other REALTORS®
- Help with negotiating purchase offers and counter offers
- Co-ordinate inspection with buyer
- Co-ordinate appraisal for buyer's lender
- Manage deposits, provide conveyancing and trust accounting
- Manage condition removals & extensions
- Manage closing process and key release
- __________
- __________
- __________
- __________
- __________
- __________

Dated: ________ **Seller:** ________ **Witness:** ________

Seller: ________ **Witness:** ________

AREA Alberta Real Estate Association

740
Agreement Number

EXCLUSIVE SELLER REPRESENTATION AGREEMENT
COUNTRY RESIDENTIAL PROPERTY SCHEDULE
(For Use in Common Law and Designated Agency Brokerages)

1. THE PROPERTY
The property legally described as:

Plan:	Block/Unit:	Lot:	Acres:
Subdivision Name:		Plan:	Unit Number:
W. of 4 Meridian	Range: 28	Township: 47	Section: 11

or LINC NO: 0022-884-225 + 0022-884-233

Condominium Plan:	Unit:	Unit factor:

2. GST NOTICE
It is your responsibility to get expert advice. We are not experts in the area of GST and do not offer any advice on whether GST applies to this sale.

3. REAL PROPERTY REPORT
You must provide us with a real property report showing the current state of improvements on the property according to the Alberta Land Surveyors' Manual of Standard Practice, with evidence of municipal compliance or non-conformance, within 10 days of signing this agreement, unless the property is a conventional condominium.

4. DOCUMENTS AND INFORMATION
We need more information to sell your property. You must give us all documents and information listed below within 10 days of signing this agreement.

(a) **Information:**

(i) Utilities, connections & equipment (i.e. charges for electrical service, water, roads and natural gas or other fuel service) are fully paid for and are not amortized ☐ Yes N/A ☐ No

(ii) Utility contracts for utility service providers are to be assumed by the Buyer. ☐ Yes N/A ☐ No

(iii) Telephone line paid? ☐ Yes N/A ☐ Amortized Balance owing $____

(iv) Water rights registered? ☐ Yes ☑ No Priority #____

(v) Water rights included with property? ☐ Yes ☑ No ☐ Not applicable

(vi) Access to property: ☑ publicly owned ☐ privately owned with access by agreement

(vii) Are there any surface rights contracts? ☐ Yes ☑ No ☐ Not applicable

(viii) Are there any easements registered against the property title? ☐ Yes ☑ No
☐ gas line ☐ power line ☐ pipeline ☐ well
☐ other ____

(ix) Are there any existing lease agreements? ☐ Yes ☑ No

(x) Natural Gas available to the property ☑ Yes ☐ No

(xi) Cellular coverage, broadband internet coverage ☑ Yes ☐ No

(xii) Electrical service available onto the property? ☑ Yes ☐ No

(xiii) Cable service available onto the property? ☐ Yes ☑ No

(xiv) Fuel supply: ☐ natural gas ☐ propane/LPG ☑ none ☐ electric
☐ other ____

(xv) Septic system: ☐ tank & field ☐ holding tank (size: gal) ☑ none
☐ other (describe) ____

(xvi) Water supply: ☐ drilled well ☐ cistern (size: gal) ☐ municipal ☐ community coop
☑ other name NONE

(xvii) You are providing the following well/water reports: fee ____

- bacterial analysis ☐ Yes (date ____) ☐ No
- chemical analysis ☐ Yes (date ____) ☐ No
- flow test ☐ Yes (date ____) ☐ No
- driller's report ☐ Yes (date ____) ☐ No

N/A

(xviii) Fees for: water $ n/A
heat $
gas $
basic cable/digital/satellite $

(xix) Any occupancy restrictions? ☐ Yes ☑ No

(xx) Any other relevant details

(b) **Condominium:**

If your property is a condominium, the following documents are also necessary:

(i) An information statement that includes all of the following:

(1) the particulars of:
(a) any action commenced against the corporation in respect of which the corporation has been served, including the amount claimed against the corporation
(b) any unsatisfied judgment or order for which the corporation is liable and
(c) any written demand made on the corporation for an amount in excess of $5000 that, if not met, may result in an action being brought against the corporation
(2) a statement setting out the amount of the capital replacement reserve fund
(3) a statement setting out the amount of the contributions and the basis on which that amount was determined
(4) a statement setting out any structural deficiencies that the corporation has knowledge of at the time of the request in any of the buildings that are included on the condominium plan
(5) loan disclosure statements for current loans, including documents showing the starting balance, current balance, interest rate, monthly payment, purpose of the loan, amortization period and default information, if applicable

(ii) the particulars or a copy of any subsisting or prior management agreement

(iii) the particulars or a copy of any subsisting recreational agreement

(iv) the particulars respecting any post tensioned cables that are located anywhere on or within the property that is included in the condominium plan

(v) a copy of the budget of the corporation

(vi) a copy of the annual financial statements of the corporation

(vii) a copy of the bylaws of the corporation

(viii) in respect of a particular fiscal year, a copy of:

(1) all approved minutes of all general meetings of the corporation, if available
(2) draft minutes of general meetings, if approved minutes are not available, for meetings that occurred at least 30 days before the date of the request, and
(3) approved minutes of board meetings

(ix) a statement setting out the unit factors and the criteria used to determine unit factor allocation

(x) a copy of any lease agreement or other exclusive possession agreement with respect to the possession of a portion of the common property or real property of the corporation, including a parking stall or storage unit

(xi) a consolidation of all the rules made by the corporation under section 32.1of the Act

(xii) the text of written ordinary and special resolutions voted on by the corporation and the results of the voting on those resolutions, other than the results of a vote conducted by a show of hands

(xiii) copies of reports prepared for the corporation by professionals, including professional engineers but excluding reports requested and obtained by the corporation's legal counsel in relation to actual or contemplated litigation

(xiv) copies of insurance certificates held by the corporation

(xv) copies of insurance policies held by the corporation

(xvi) the current standard insurable unit description for the residential units or classes of residential units

(xvii) copies of reserve fund plans, reserve fund reports and annual reports

(xviii) other:

Please Note: *Your failure to provide the information and documents can result in complications with the completion of the sale, including legal or financial penalties to you or rescission of the purchase contract.*

AREA Alberta Real Estate Association

670
740
Agreement Number

EXCLUSIVE SELLER REPRESENTATION AGREEMENT

AMENDMENT

(For Use in Common Law and Designated Agency Brokerages)

Between

THE BROKERAGE (WE)	and	THE SELLER (YOU)
Name MAXWELL CHALLENGE REALTY		Name 272649 ALBERTA LTD
Name		Name

Listing Number: E4301714, E4300941, E4299520, E4299353

We and you wish to amend the Exclusive Seller Representation Agreement # 670 + 740
for (municipal address or legal description): 50 AVENUE + RR 281
MULHURST BAY, WETASKIWIN COUNTY, ALTA T0C 2C0.
This amendment is effective as of ______. m. on JANUARY 25, 2023.

1. **End Date**
   The end date of the Exclusive Seller Representation Agreement is amended to 11:00 P. m. on SEPTEMBER 30, 2023.

2. **Price Change**
   The asking price for the property is amended to $ ______.

3. **Other Amendments (if any)**

All other terms of the Exclusive Seller Representation Agreement remain the same.

SIGNED AND DATED on ______, 20____.

x
Signature of Seller | Signature of Seller

Print Name of Seller | Print Name of Seller

MARJORIE CARR, DIRECTOR
Signature of Witness | Signature of Witness

Print Name of Witness | Print Name of Witness

R Slemko.
Signature of Brokerage Representative

RUSS SLEMKO
Print Name of Brokerage Representative

Seller: Initial here to show you have received a copy of this Amendment ______

Initials Dated at ______. m. on ______, 20____.

AREA©172CLDARoot_2017May

AREA Alberta Real Estate Association

EXCLUSIVE SELLER REPRESENTATION AGREEMENT

ADDENDUM

(For adding contract terms)

This document forms part of Contract # 740

Between

THE BROKERAGE (WE)

Name MAXWELL CHALLENGE REALTY

Name

and

THE SELLER (YOU)

Name 272649 ALBERTA LTD

Name

The following terms are part of the contract: MULHURST BAY, WETASKIWIN COUNTY, ALTA T0C 2C0

1.) The broker has read and understands the provisions, milestones and other relevant dates outlined in Appendix A of the draft SISP and draft SISP Order (collectively, the "SISP Documents");

2.) The broker agrees to market the property in accordance with the provisions, milestones and other relevant dates outlined in the SISP Documents;

3.) The broker understands and agrees that notwithstanding the termination clauses otherwise noted in this agreement, the Seller cannot confirm that this listing agreement will extend past August 31, 2023 if no acceptable offer is received by this date;

4.) All offers received are subject to Court approval in the CCAA proceedings of the Seller; and

5.) In the event of conflicts or inconsistencies between this Agreement (on the one hand) and the SISP Documents (on the other hand), such conflicts or inconsistences shall be resolved in favour of the SISP Documents, which shall (to the extent of any such conflicts or inconsistencies) prevail over this Agreement

All other terms of the Exclusive Seller Representation Agreement remain the same.

SIGNED AND DATED on ______________________________, 20____.

Signature of Seller	Signature of Seller
Print Name of Seller	Print Name of Seller
Signature of Witness	Signature of Witness
Print Name of Witness	Print Name of Witness
Signature of Brokerage Representative	Print Name of Brokerage Representative

Seller: Initial here to show you have received a copy of this Amendment ________

Initials Dated at ________. m. on ______________________________, 20______.

Tundra, Ovintiv & Iron Nation

NAI Commercial

EXCLUSIVE AGREEMENT TO SELL

To: NAI Commercial Real Estate Inc.
4601 - 99 Street
Edmonton, Alberta
T6E 4Y1

(hereinafter referred to as "the Brokerage")

Re: Industrial Portfolio

11517 89 Ave, Grande Prairie, AB T8V 5Z2

PLAN 8020127 BLOCK 17 LOT 1 EXCEPTING THEREOUT ALL MINES AND MINERALS AREA: 1.05 HECTARES (2.59 ACRES) MORE OR LESS

12002 97 Avenue Grande Prairie, AB T8W 0J7

DESCRIPTIVE PLAN 1124406 BLOCK 2 LOT 7 EXCEPTING THEREOUT ALL MINES AND MINERALS AREA: 0.785 HECTARES (1.94 ACRES) MORE OR LESS

9502 117 st, Grande Prairie, AB

PLAN 0625015 BLOCK 3 LOT 3 EXCEPTING THEREOUT ALL MINES AND MINERALS AREA: 0.611 HECTARES (1.51 ACRES) MORE OR LESS

EXCEPTING THEREOUT ALL MINES AND MINERALS
(hereinafter referred to as "the Property")

In consideration of the Brokerage agreeing to use its best efforts to sell the above-described Property, we, 272649 Alberta Ltd. (the "Owner"), hereby authorize and empower the Brokerage to sell the Property on the following terms and conditions:

Price:

- **11517 89 Ave, Grande Prairie (Tundra):** **TBD**
- **12002 97 Avenue Grande Prairie (Ovintiv):** **TBD**
- **9502 117 st, Grande Prairie (Iron Nation):** **TBD**

Terms: All-cash

This is an Exclusive listing and should a sale, exchange or other disposition of the Property (collectively a "Disposition") be effected by anybody (including the Owner) during the currency of this listing or on any Disposition resulting from:

a. negotiations originating during the currency of this listing, whether or not the Brokerage takes part in such negotiations; or

b. an introduction by the Brokerage of a person, firm or corporation (an "Introduced Purchaser") to the Property or the Owner prior to the expiry of the term of this listing, notwithstanding that the Disposition occurs after the expiry of this listing, or in the event that the Owner fails for any reason to complete a Disposition of the Property whether directly or indirectly to an Introduced Purchaser or his/her or its successor or assign, who is able, ready and willing to deal on the terms of this listing or any amendment thereto authorized by the Owner from time to time; then

the Owner agrees to pay a commission calculated at 2.5% of the Purchase Price plus any applicable G.S.T., such commission payable upon closing.

For the purpose of securing the payment of any commission earned under the terms of this listing the Brokerage hereby charges this Property with any commission which may be earned under the terms herein. The Owner acknowledges that the Brokerage may file a caveat to protect its commission.

In consideration of the Brokerage's endeavours to sell the property, the Owner agrees that the deposits accompanying any purchaser's offer paid pursuant to it, shall apply firstly on account of the commission which may be earned under the terms of this listing and the Owner authorizes the Brokerage to deduct that commission from the deposit in the Brokerage trust account. Such deduction shall not limit the Brokerage to the collection of additional commission owed.

In the event the Purchaser fails to complete the purchase, and the deposit becomes forfeited, the Owner then authorizes the Brokerage to retain as agreed compensation for services rendered fifty (50%) percent of the deposits (but not to exceed the commission and G.S.T. payable had a sale been consummated) and to pay the balance of the deposit to the Owner.

The Owner authorizes the Brokerage to use, disclose and retain all information provided for all purposes relating to the listing and marketing of the Property including:

a) Advertising the Property in any medium including electronic media;
b) Disclosing Property information to prospective tenants or other agents;
c) Such other use of the Landlord’s personal information as is consistent with listing and marketing the Property.

The Owner agrees that the Brokerage may show the Property at all reasonable times, and further agrees to ensure that the Brokerage shall have quick and convenient access at all times. The Brokerage shall also have the right to place suitable "For Sale" signs on the Property during the currency of this listing. When the property is advertised on the web or additional services such as ICX or MLS the Brokerage is hereby instructed to continue to market the property for sale during any conditional offer periods to promote additional interest.

The Brokerage shall be held harmless for any loss or damage to the property or the contents thereof due to fire, theft, vandalism or from any other cause whatsoever, except if such loss is due to the negligence of the Brokerage.

This listing shall remain in full force and effect until March 31, 2024. After such date, this agreement shall continue on a month to month basis until cancelled by either party on 30 days written notice.

The Owner hereby warrants that all details and information given by the Owner or at the Owner's direction is correct and that the Owner has not withheld any material information relating to the Property from the Brokerage. We certify that we have full power and authority to enter into this listing agreement and we acknowledge having read this listing agreement and having received a copy of it on this date.

1.) The broker has read and understands the provisions, milestones and other relevant dates outlined in Appendix A of the draft SISP and draft SISP Order (collectively, the "SISP Documents");
2.) The broker agrees to market the property in accordance with the provisions, milestones and other relevant dates outlined in the SISP Documents;
3.) The broker understands and agrees that notwithstanding the termination clauses otherwise noted in this agreement, the Seller cannot confirm that this listing agreement will extend past August 31, 2023 if no acceptable offer is received by this date;
4.) All offers received are subject to Court approval in the CCAA proceedings of the Seller; and
5.) In the event of conflicts or inconsistencies between this Agreement (on the one hand) and the SISP Documents (on the other hand), such conflicts or inconsistences shall be resolved in favour of the SISP Documents, which shall (to the extent of any such conflicts or inconsistencies) prevail over this Agreement

DATED at the City of Edmonton, in the Province of Alberta, this ______ day of April 2023.

272649 Alberta Ltd.

Per: ___________________________________

AGREED AND ACCEPTED, at the City of Edmonton, in the Province of Alberta,
this ________ day of April 2023.

NAI COMMERCIAL REAL ESTATE INC.

Per: ___________________________________