

COURT FILE NUMBER: 2403 09323
COURT: COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE: EDMONTON
PLAINTIFF: ATB FINANCIAL
DEFENDANTS: 1849079 ALBERTA LTD. and DOUGLAS COTE



DOCUMENT: **PROCESS AND SALE APPROVAL AND VESTING ORDER**

ENTERED
by EC

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT: **PARLEE McLAWS LLP**
Barristers & Solicitors
1700 Enbridge Centre
10175 – 101 Street NW
Edmonton, Alberta T5J 0H3
Attention: Steven A. Rohatyn
Phone: 780-423-8177
Fax: 780-423-2870
File No: 43818-268/SRO

DATE ON WHICH ORDER WAS PRONOUNCED: **August 22, 2025**
LOCATION WHERE ORDER WAS PRONOUNCED: **Edmonton, Alberta**
APPLICATIONS JUDGE WHO MADE THIS ORDER: *L. R. Birkett*

UPON the application of the Plaintiff for an Order approving a process for auction of the Lands by North American Auction LLC (the "**Auctioneer**"); AND UPON hearing read the Redemption Order - Listing and Judicial Listing Order earlier granted in this Action; the Affidavit of Rene Hajas (the "**Hajas Affidavit**"), the Second Affidavit of Realtor, and the Affidavit of Service; AND UPON hearing from counsel for the Plaintiff; AND UPON

B ☒ no one appearing for the Defendants.
☐ hearing from the Defendants.
☐ hearing from counsel for the Defendants.
☐ hearing from _____.

IT IS HEREBY ORDERED AND DECLARED THAT:

1. In this Order the "**Lands**" are those legally described as:

Firstly:

PLAN 6626BF

ALL THAT PORTION OF BLOCK 5

DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH EASTERLY CORNER OF SAID BLOCK; THENCE SOUTH EASTERLY ALONG THE NORTH EASTERLY BOUNDARY THEREOF 130 FEET TO A POINT; THENCE SOUTH WESTERLY AND PARALLEL TO THE NORTH WESTERLY BOUNDARY OF SAID BLOCK 70 FEET; THENCE NORTH WESTERLY AND PARALLEL TO THE SAID NORTH EASTERLY BOUNDARY TO THE SAID NORTH WESTERLY BOUNDARY; THENCE NORTH EASTERLY ALONG THE SAID NORTH WESTERLY BOUNDARY TO THE POINT OF COMMENCEMENT EXCEPTING THEREOUT ALL MINES AND MINERALS

Secondly:

PLAN 2918ET

BLOCK 5A

LOT 1 AND THE MOST NORTH EASTERLY 10.7 METRES IN PERPENDICULAR WIDTH THROUGHOUT OF LOT 2 EXCEPTING THEREOUT ALL MINES AND MINERALS

APPROVAL OF AUCTION PROCESS

2. The online public auction process (the "**Auction Process**") proposed by the Auctioneer in respect of the Lands as set out in the Hajas Affidavit be and is hereby approved on the terms and conditions set out in **Appendix "A"** hereto. The Auctioneer is hereby authorized and directed to complete the Auction Process in accordance with the terms of this Order.
3. The Auctioneer shall be entitled to post a sign marketing the auction of the type customarily posted by an auctioneer in a conspicuous location on the Lands, which sign shall not be interfered with by any person.
4. The Defendants and any person in possession of the Lands shall cooperate with the Auctioneer, and shall allow access to the Lands to any representative of the Auctioneer and any prospective bidder upon receiving (24) hours written notice given by the Auctioneer for a viewing between 8:00 a.m. and 8:00 p.m. The written notice may be posted on the front door of the premises located on the Lands and emailed to Douglas Cote at douglascote@yahoo.ca.

5. The minimum price which may be authorized, approved, and accepted for the sale of the Lands (the “**Reserve Price**”) pursuant to this Order shall be \$ 325,000.00 ^B, or such higher price as may be determined by the Plaintiff.

SALE APPROVAL AND VESTING TITLE

6. The sale of the Lands is hereby authorized in accordance with the provisions of this Order.
7. The sale of the Lands shall not be authorized unless the highest bid received by the Auctioneer for the purchase of the Lands is equal to or greater than the Reserve Price. If no bid or bids are received that are equal to or greater than the Reserve Price, the Plaintiff is at liberty to apply to the Court for its consideration of the acceptance and approval of such bid as the Court may consider appropriate.
8. Subject to paragraph 7, the highest and best bid submitted in the Auction Process is hereby approved and accepted in the amount thereof (the “**Purchase Price**”) without further Order of the Court. All other bids are hereby rejected and all deposits received from any other bidders, if any, shall be returned forthwith.
9. The successful bidder (the “**Purchaser**”) shall deliver a deposit equal to 10% of the Purchase Price (the “**Deposit**”) and a buyer’s fee equal to 8% of the Purchase Price (the “**Buyer’s Fee**”) to the Plaintiff’s lawyer, Parlee McLaws LLP, to be held in trust, no later than 5 business days after the auction date or such later date as Plaintiff’s counsel may agree. Should the Purchaser fail to remit the Deposit and the Buyer’s Fee in accordance with this paragraph, the Plaintiff is at liberty to the Court for such further Order as the Plaintiff deems appropriate.
10. Upon receipt of the Deposit and Buyer’s Fee, counsel for the Plaintiff shall deliver a Sale Certificate, substantially in the form set out in **Appendix “B”** hereto (the “**Sale Certificate**”) and signed on behalf of the Plaintiff to the Clerk of the Court for filing. The Plaintiff and the Auctioneer are hereby authorized and directed to execute the Sale Certificate and all deeds, documents and agreements and to do all things reasonably necessary or desirable to complete the sale of the Lands.

11. Upon the filing of the Sale Certificate the sale of the Lands shall be deemed to be authorized.
12. The Plaintiff and the Auctioneer are hereby authorized and directed to execute the Sale Certificate and all deeds, documents and agreements and to do all things reasonably necessary or desirable to complete the sale of the Lands.
13. The Purchaser shall, on or before the 30th day after the filing of the Sale Certificate, or such other later date as may be agreed upon between the Purchaser and the Plaintiff's lawyer (the "**Closing Date**"), pay to the Plaintiff's lawyer the adjusted Purchase Price plus any Goods and Services Tax ("**GST**") payable in connection with the sale transaction, or enter into reasonable conveyancing arrangements with the Plaintiff's counsel to assure payment of the Purchase Price.
14. The Plaintiff's lawyer shall distribute the sale proceeds as follows:
 - (a) by paying the amount owing to the municipality in which the Lands are located with respect to municipal property taxes, assessments, penalties and interest and any other overdue charges owing to the said municipality with respect to the Lands, ranking prior to the Plaintiff's mortgage, if any; and
 - (b) by paying any outstanding condominium fees owing with respect to the Lands, if any; and
 - (c) by paying out any registered financial encumbrancer ranking prior to the Plaintiff's mortgage, if any; and
 - (d) by paying to Canada Revenue Agency, the amount any GST payable as a result of the sale transaction approved by this Order, if any; and
 - (e) by paying the Buyer's Fee to the Auctioneer; and
 - (f) by paying the amount owing to the Plaintiff under and pursuant to the mortgage which is the subject of the within proceeding, inclusive of costs on a solicitor and own client indemnity basis to be assessed by an assessment officer prior to payment. The costs shall be assessed without notice where:
 - (i) The Defendants have filed a Statement of Defence or a Demand for Notice, or appeared at the application where this order was granted, or

- (ii) The Defendants have been provided with the proposed Bill of Costs (by mail or email to the Defendants last known address) and have not provided the Plaintiff's counsel, within 15 days of the mailing or emailing, with notice that the Defendants object to the Bill of Costs,

otherwise the costs shall be assessed on notice pursuant to Rule 10.37.

- g) by retaining any reasonable holdback to a maximum of \$2,500.00 for undetermined liabilities, including utilities, inspection fees and property taxes, which holdback shall be accounted for pursuant to paragraph 15 of this Order, and;
 - h) by paying the remainder, if any, into Court to be held by the Clerk of the Court until further Order of this Court.
15. The Plaintiff shall file and serve on the Defendants, within a reasonable period of time following the closing of the sale of the Lands, an Affidavit setting out all funds received and disbursed.
 16. The Defendants, any tenants, and any other occupants shall, by no later than seven (7) days before the Closing Date, deliver up to the Purchaser vacant possession of the Lands. Service of this Order and the Sale Certificate may be made on the occupants by posting the same on the main entrance door to the Lands. A Civil Enforcement Agency has authority, after service of this Order and the Sale Certificate have been effected, to evict any occupant of the Lands.
 17. Upon written confirmation from the Plaintiff's lawyer that it has received or is satisfied that it will receive the sale proceeds, and upon the delivery of the Sale Certificate, the Registrar of Land Titles shall cancel the existing certificates of title to the Lands and shall issue a new certificates of title in the name of the Purchaser as set out in the Sale Certificate (or such other transferee as directed by the Plaintiff's lawyer in correspondence sent to the Registrar of Land Titles at the time this Order is submitted for registration) free and clear of the Plaintiff's mortgage and all subsequent encumbrances, but subject to:
 - NIL

18. Upon the filing of the Sale Certificate, any interest in the Lands of the Defendants, anyone claiming through the Defendants, or any other subordinate encumbrancer is hereby extinguished.
19. Compliance with Rule 9.34(4) and the requirement for service of documents prior to entry of this Order, set out in Rule 9.35(1)(a), are hereby waived.
20. The Registrar of Land Titles shall comply with this Order forthwith notwithstanding Section 191(1) of the *Land Titles Act*.
21. The Plaintiff is awarded its costs of this Application in accordance with the terms of the Redemption Order – Listing.



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

Appendix "A"

TERMS AND CONDITIONS OF JUDICIAL SALE

SELLER: Alberta Court of King's Bench

JUDICIAL SALE ACTION: Court of King's Bench Action No. 2403 09323 – *ATB Financial v. 1849079 Alberta Ltd., et al*

AUCTIONEER: 2080348 Alberta Inc. o/a North American Auction LLC

LANDS:

Firstly:

PLAN 6626BF

ALL THAT PORTION OF BLOCK 5

DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH EASTERLY CORNER OF SAID BLOCK; THENCE SOUTH EASTERLY ALONG THE NORTH EASTERLY BOUNDARY THEREOF 130 FEET TO A POINT; THENCE SOUTH WESTERLY AND PARALLEL TO THE NORTH WESTERLY BOUNDARY OF SAID BLOCK 70 FEET; THENCE NORTH WESTERLY AND PARALLEL TO THE SAID NORTH EASTERLY BOUNDARY TO THE SAID NORTH WESTERLY BOUNDARY; THENCE NORTH EASTERLY ALONG THE SAID NORTH WESTERLY BOUNDARY TO THE POINT OF COMMENCEMENT
EXCEPTING THEREOUT ALL MINES AND MINERALS

Secondly:

PLAN 2918ET

BLOCK 5A

LOT 1 AND THE MOST NORTH EASTERLY 10.7 METRES IN
PERPENDICULAR WIDTH THROUGHOUT OF LOT 2
EXCEPTING THEREOUT ALL MINES AND MINERALS

BINDING EFFECT OF THESE TERMS AND CONDITIONS: These terms and conditions are irrevocably and unconditionally deemed to be accepted upon the making of a bid for the purchase of the Lands in the auction. The Court mandated terms and conditions attached as **Schedule "A"** form a part of these terms and conditions of the sale.

DEPOSIT AND BUYER'S FEE: The successful bidder (the "**Buyer**") shall pay a Deposit in the amount of 10% of their bid amount (the "**Purchase Price**"), plus a Buyer's Fee in the amount of 8% of the Purchase Price, which is payable in addition thereto, to the solicitor for ATB Financial, Parlee McLaws LLP, Attention: Steven A. Rohatyn, 1700 Enbridge Center, 10175 – 101 Street NW, Edmonton, AB T5J 0H3 by bank draft or solicitor's trust cheque no later than 5 business days after the auction date, to be held in trust in accordance with the terms herein and the direction of the Court. If the Buyer fails to complete the sale in accordance with these terms and conditions, the Deposit and the Buyer's Fee shall be forfeited (in the case of the Deposit, for

application to the indebtedness outstanding under the Plaintiff's mortgage, and, in the case of the Buyer's Fee, to the Auctioneer) as a genuine pre-estimate of liquidated damages and not as a penalty. On the Closing Date, the Deposit shall be applied to the Purchase Price and the Buyer's Fee will be released to the Auctioneer.

CLOSING DATE: The Closing Date for the sale shall be, subject to paragraphs 7 and 8 of the Process and Sale Approval and Vesting Order pronounced by the Court in the Judicial Sale Action, 30 days following the filing of a Sale Certificate or the following business day if that day falls on a weekend or holiday.

CLOSING:

1. The balance of the Purchase Price shall be paid to PARLEE MCLAWS LLP by the Closing Date.
2. On or before the Closing Date, counsel for ATB Financial shall provide, on reasonable trust conditions (i) a certified copy of the Process and Sale Approval and Vesting Order and Certificate of Sale, and (ii) a Statement of Adjustments showing the calculation of the adjusted balance of the Purchase Price including, all adjustments relating to the Lands as may be applicable with respect to deposits, taxes, utilities, and other similar expenses as of the Closing Date.

NO ASSIGNMENT BY BIDDERS: No bids, including but not limited to that of the Buyer, or any of the rights or obligations attaching thereto, shall be assigned to any person. Any assignment or purported assignment of any bid or such rights or obligations shall have no force or effect.

PERMITTED ENCUMBRANCES: The Buyer shall take the Lands subject to the following encumbrance(s), if any:

NIL

SCHEDULE "A"

FORECLOSURE PROCEEDING

1. All bids made in this auction are made pursuant to a Court Order for the purchase of Lands which are the subject of a Court of King's Bench foreclosure proceeding and as such, the Seller of the Lands is the Court of King's Bench of Alberta (the "**Seller**"). The Court has issued a Process and Sale Approval and Vesting Order (the "**Order**") to permit the Lands to be sold via this auction and to approve sale of the Lands to the successful bidder (the "**Buyer**"). The Lands will be transferred to the Buyer pursuant to the terms of the Order and the below terms and conditions shall apply to the sale.

AS IS-WHERE IS

2. The Buyer acknowledges and agrees to purchase the Lands, all building and improvements thereon, all fixtures ("**Attached Goods**") and chattels ("**Unattached Goods**") located thereon, "as is" and agrees that neither the Seller, nor its agents or representatives have made any representations or warranties with respect to the Lands or any Attached Goods or Unattached Goods. Without limiting the generality of the foregoing, the Buyer agrees that neither the Seller nor its agents have made any representations or warranties with respect to:
 - a. the condition of any buildings or improvements located on the Lands;
 - b. the condition of any Attached Goods or Unattached Goods located on the Lands;
 - c. whether the Lands comply with any existing land use or zoning bylaws or regulations, or municipal development agreements or plans;
 - d. the location of any buildings and other improvements on the Lands and whether such location complies with any applicable municipal bylaws or regulations;
 - e. whether or not any buildings or improvements located on the Lands encroach onto any neighbouring lands or any easements or rights of way;
 - f. whether or not any buildings or improvements located on any neighbouring lands encroach onto the Lands;
 - g. the size and dimensions of the Lands or any building or improvements located thereon;
 - h. whether or not the Lands are contaminated with any hazardous substance; and
 - i. whether or not any of the buildings or other improvements located on the Lands have been insulated with urea formaldehyde insulation.

OWNERSHIP OF UNATTACHED GOODS

3. The Buyer agrees that the Seller is selling only such interest as it may have in any Attached Goods or Unattached Goods which may be located on the Lands, and the Seller does not warrant that it has title to such Attached Goods or Unattached Goods. Further, the Buyer agrees that the Seller will not be liable for the removal of any chattels found on the Lands prior to or on the date of closing. On closing, the Buyer may have possession of the Attached Goods and Unattached Goods which are then on or about the Lands on an "as is" basis, and the Seller will not provide a Bill of Sale, Warranty, or other title document to the Buyer. Further, there will be no adjustment or abatement of any kind to the Purchase Price with respect to any Attached Goods or Unattached Goods.

REAL PROPERTY REPORT & COMPLIANCE

4. The Seller is not required to provide the Buyer with a real property report or compliance certificate. Should the Seller provide the Buyer with a copy of a survey or real property report, the Buyer agrees that any use of or reliance upon such document shall be at the Buyer's own risk. The Buyer must satisfy itself that the survey or real property report which the Seller might provide accurately reflects the Lands and the buildings and improvements located thereon as they currently exist and the Seller shall not be responsible for any errors or omissions which might exist on such document. The Seller does not represent or warrant the accuracy or validity of the said survey or real property report or compliance certificate.

CONDOMINIUM

5. If the Lands are a condominium:
 - a. the Seller is not required to provide any condominium documentation to the Buyer and the Buyer shall be solely responsible to obtain any condominium documentation he may require. Without limiting the generality of the foregoing, the Buyer may obtain on his own and at his sole costs and expenses any estoppel certificate, copy of the condominium bylaws and financial statement for the Condominium Corporation that he may require;
 - b. the Buyer must satisfy himself with the condition of the condominium unit, the common property, and the financial condition of the condominium corporation and agrees that neither the Seller nor its agents, have made any representations or warranties pertaining to same including, without limiting the generality of the foregoing, the adequacy of any reserve fund the condominium corporation might have, any potential special assessments which might be levied by the condominium corporation or the existence of any legal actions pending against the condominium corporation;
 - c. the Seller shall be responsible for amounts payable up to the closing date on account of any condominium fees and special assessments levied by the condominium corporation

GOODS AND SERVICES TAX (G.S.T.)

6. In addition to the purchase price payable thereunder, the Buyer shall pay to the Seller and indemnify the Seller against all Goods and Services Tax ("GST") payable on the purchase price as required by the Excise Tax Act. The Seller will not provide to the Buyer a Certificate of Exempt Supply, or any other certificate certifying that this purchase and sale transaction is not subject to the Goods and Services Tax. Should the Seller fail to collect GST from the Buyer, it shall not be construed by the Buyer as a certification by the Seller that no GST is payable by the Buyer hereunder, and the Buyer shall remain liable for any GST which might be payable with respect to this transaction.

CONFLICT

7. In the event of any conflict or inconsistency between these terms and conditions and any other terms and conditions that may apply to the auction of the Lands, these terms and conditions shall prevail.

Appendix "B"

COURT FILE NUMBER: 2403 09323

COURT: COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE: EDMONTON

PLAINTIFF: ATB FINANCIAL

DEFENDANTS: 1849079 ALBERTA LTD. and DOUGLAS COTE

DOCUMENT: **CERTIFICATE OF SALE**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT: **PARLEE McLAWS LLP**
 Barristers & Solicitors
 Patent & Trade-Mark Agents
 1700 Enbridge Centre
 10175 – 101 Street NW
 Edmonton, Alberta T5J 0H3
 Attention: Steven A. Rohatyn
 Phone: 780-423-8177
 Fax: 780-423-2870
 File No: 43818-268/SRO

WHEREAS a Process and Sale Approval and Vesting Order was granted in these proceedings on _____, authorizing the sale of the Lands (as hereinafter defined) to be conducted by North American Auction LLC by way of public online auction and authorizing the Plaintiff to issue a Certificate of Sale in respect of the sale of the Lands (the "**Order**");

AND WHEREAS all capitalized terms used in this Certificate have the meaning ascribed to them in the Order unless otherwise defined herein;

NOW THEREFORE by filing this Certificate of Sale within these proceedings the Plaintiff hereby certifies that:

1. I have reviewed the circumstances surrounding the sale of the Lands and confirm that I am advised by the Auctioneer that the Lands were auctioned and that the Purchaser is _____.
2. The Purchase Price for the Lands is \$ _____, plus G.S.T.
3. The Deposit in the amount of \$ _____ and the Buyer's Fee in the amount of \$ _____ has been paid by the Purchaser.

I make this Certificate pursuant to the provisions of the Order, knowing it to be true after having made inquiry, and not in my personal capacity.

DATED at the City of Edmonton, Alberta, this ____ day of _____, 2025.

PARLEE MCLAWS LLP

Per:

Steven A. Rohatyn
Solicitors for the Plaintiff, ATB
Financial