

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT MADE EFFECTIVE THE 30 DAY OF May 2025.

BETWEEN:

L.G. GOLF LIMITED PARTNERSHIP
by its General Partner 645622 ALBERTA LTD.
(hereinafter referred to as the “Vendor”)

AND:

THE CITY OF CHESTERMERE
(hereinafter referred to as the “Purchaser”)

WHEREAS:

- A. The Vendor is the owner in fee simple of certain lands described within Schedule “A” attached hereto, and is the owner and operator of the Golf Course located upon the lands;
- B. The Purchaser is desirous of purchasing the Golf Course, and assuming the operations of the same;
- C. The Purchaser presented a non-binding letter of intent to the Vendor on May 15, 2025, which provided the initial terms and conditions associated with this Agreement; and
- D. The Purchaser wishes to acquire and the Vendor agrees to sell the Golf Course subject to the terms, covenants and conditions contained within this Agreement.

IN CONSIDERATION of the Purchase Price paid by the Purchaser to the Vendor, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS AND INTERPRETATION

Definitions

- 1.1 In this Agreement, the following words and phrases shall have the following meanings:
- (a) “**Accounts Payable**” means all accounts payable arising out of the operation of the Golf Course determined as at the Cut Off Time;
 - (b) “**Accounts Receivable**” means all accounts receivable arising out of the operation of the Golf Course determined as at the Cut Off Time;
 - (c) “**Adjustments**” has the meaning ascribed thereto in Section 2.4 hereto;
 - (d) “**Agreement**” means this agreement as the same may be amended from time to time and the expressions “herein”, “hereof”, “hereto”, “above”, “below” and similar expressions if used in any article, section or paragraph of this agreement refer to this agreement including the Schedules

hereto and do not refer solely to a particular article, section or paragraph unless specifically stated herein;

- (e) “**Buildings**” means those buildings located upon the Lands and used by the Vendor in relation to the operation of the Golf Course;
- (f) “**Business Day**” means any day other than a Saturday, Sunday or statutory holiday in the Province of Alberta;
- (g) “**Closing**” means the closing of the transactions contemplated by this Agreement in accordance with Article 7;
- (h) “**Closing Date**” means the first Business Day falling seventy-five (75) days after the Due Diligence Condition Waiver Date, or such other date as agreed to by the Vendor and the Purchaser;
- (i) “**Cut Off Time**” means 11:59 pm on the Closing Date;
- (j) “**Deposit**” means the initial payment of FIVE HUNDRED THOUSAND (\$500,000.00) Dollars, to be held in trust by Vendor’s Solicitor pursuant to the provisions hereof;
- (k) “**Due Diligence Conditions**” means the conditions in favour of the Purchaser set forth in Sections 6.4 hereof;
- (l) “**Due Diligence Materials**” means the documents and other information to be provided by the Vendor for review by the Purchaser and the Purchaser’s Solicitor pursuant to the provisions of Section 5.1 hereof;
- (m) “**Due Diligence Period**” means the period of Thirty (30) days from the execution of this Agreement, ending on the Due Diligence Condition Waiver Date;
- (n) “**Due Diligence Condition Waiver Date**” means the Business day falling Thirty (30) days from the date of execution of this Agreement;
- (o) “**Environmental Laws**” means the *Environmental Protection and Enhancement Act* (Alberta) and all other provincial and federal legislation or municipal by-laws relating to environmental matters applicable in the Province of Alberta, including all regulations under such legislation or by-laws;
- (p) “**Employees**” means the individuals employed in the operation of the Golf Course;
- (q) “**Equipment Leases**” means the operating or capital leases to be disclosed by the Vendor to the Purchaser as part of the Due Diligence Materials, and as provided in Schedule “C” attached herein;
- (r) “**Excluded Assets**” means all identified Golf Course Assets, Golf Course Maintenance Assets, Golf Course Consumables, Golf Course Inventory and Golf Course Intangibles which do not form part of this Agreement, and which are identified in Schedule “B-2” attached herein;
- (s) “**Golf Course**” means collectively the business, operations, Golf Course Inventory, Golf Course Intangibles, Golf Course Assets, Golf Course Real Property, Golf Course Contracts, Golf Course Consumables, Golf Course Maintenance Assets, Golf Course Permits, and any and all materials associated with the Lakeside Golf Club, including, but not limited to, any

associated restaurant and food services, golf equipment, sales and repair services forming part of a pro-shop and event rental services;

- (t) **“Governmental Authority”** means any federal, provincial, municipal or regional government or governmental authority, and includes any department, commission, bureau, board, administrative agency or regulatory body or any of the foregoing;
- (u) **“GST Legislation”** means the *Excise Tax Act* (Canada);
- (v) **“GST”** means Goods and Services Tax levied in accordance with the GST Legislation;
- (w) **“Golf Course Assets”** means all of the assets and property used in connection with the Golf Course and as used on the Golf Course Real property as at the Closing Date, including the Golf Course Maintenance Assets, as provided for in Schedule “B -1” attached herein;
- (x) **“Golf Course Consumables”** means all unopened and useable stocks of cleaning supplies, paper products, disposable containers, guest supplies, Golf Course maintenance supplies and similar items held for use in connection with the Golf Course which are on hand on the Closing Date, as provided for in Schedule “B-1” attached herein;
- (y) **“Golf Course Contracts”** means the Equipment Leases and all rental management agreements, contracts, service contracts, agreements, leases or licenses of space within the Buildings, engagements and commitments, including the benefit of all unfilled orders and forward commitments to purchase made by any of the Vendor which the Vendor is entitled to or possessed of in connection with the Golf Course as of the Closing Date to be disclosed by the Vendor to the Purchaser as part of the Due Diligence Materials, and as provided for in Schedule “C” attached herein;
- (z) **“Golf Course Maintenance Assets”** means all machinery, tools, chattels, signs, goods, leasehold improvements, fixtures, personal property, motor vehicles, furniture, computer hardware, furnishings and equipment owned by the Vendor which are used in connection with the management, operation, maintenance or repair of the Golf Course, other than the Excluded Assets, and all stocks of china, silverware, linens, uniforms and office supplies held for use in connection with the Golf Course and on hand on the Closing Date, as provided for in Schedule “B-1” attached herein;
- (aa) **“Golf Course Intangibles”** means the goodwill, files, records, documents, customer lists, reservation codes, computer software, domain names, social media accounts, phone numbers and all licenses therefore (to the extent that they are owned by the Vendor and may be transferred by the Vendor to the Purchaser and with the exception of any included within the Excluded Assets), guest membership cards, advance reservation correspondence, banquet reservations booked, licenses, authorities and other rights used or held by the Vendor in connection with the Golf Course and, with the exception of the Excluded Assets, the trade names (including the name “Lakeside Greens Golf Club”), logos, designs, telephone and fax numbers, web address, e-mail addresses and internet domain names (to the extent they may be transferred by the Vendor to the Purchaser) used in the operation of the Golf Course;
- (bb) **“Golf Course Inventory”** means the food and beverage (both alcoholic and non-alcoholic) inventory located at the Golf Course on the Closing Date, as provided for in Schedule “B-1” attached herein;
- (cc) **“Golf Course Permits”** means all material licenses, permits, consents and authorities issued by Governmental Authorities, held by the Vendor and used in connection with or pertaining to the Golf Course;

- (dd) **“Golf Course Real Property”** means, collectively, the Lands and the Buildings;
- (ee) **“Hazardous Substances”** means:
 - (i) dangerous or hazardous substances or materials, asbestos or asbestos containing materials, urea formaldehyde foam, radioactive substances, explosives, polychlorinated biphenyls (“PCBs”) and PCB contaminated fluids or equipment, petroleum and associated products, underground storage tanks or surface impoundments;
 - (ii) corrosive or toxic substances, including compounds known as chlorophenyls;
 - (iii) pollutants or contaminants that, when introduced to water, degrade or alter the quality of the water so that it is detrimental to its use by humans, animals, fish or plants;
 - (iv) any substance that, if discharged into the air endangers the health or safety of humans or animals or cause damage to plant life or property; and
 - (v) any waste, special waste or other substance of which the storage, manufacture, disposal, treatment, generation, use, transport, remediation or release into the environment of is prohibited, controlled, regulated or licensed under Environmental Laws;
- (ff) **“Lands”** means all that portion of the lands legally described within Schedule “A” attached hereto, and as outlined on the sketch contained within Schedule “A” attached hereto;
- (gg) **“Non – Permitted Encumbrances”** means those non-permitted encumbrances associated with the Lands as described in more detail in Schedule “A” attached hereto;
- (hh) **“Permitted Encumbrances”** means those encumbrances associated with the Lands as described in more detail in Schedule “A” attached hereto;
- (ii) **“Purchase Price”** means the amount as specified in Section 2.2 herein;
- (jj) **“Purchaser”** means the City of Chestermere,
- (kk) **“Purchaser's Solicitors”** means Brownlee LLP, Barristers and Solicitors, 2200- 10155 102 St NW, Edmonton, Alberta T5J 4G8 Attn: Chris Franssen, (780) 497 – 4818, cfranssen@brownleelaw.com;
- (ll) **“Taxes”** means, all taxes, however denominated, including any interest, penalties, or other additions thereto that are imposed by a Taxation Authority, and shall for greater certainty include, but not be limited to, federal and provincial income and capital taxes, state, local, foreign and other taxes, payroll and employee withholding taxes, employment insurance premiums, Canada pension plan contributions, goods and services tax, sales and use taxes, ad valorem taxes, excise taxes, franchise taxes, gross receipts taxes, business license taxes, occupation taxes, real and personal property taxes, stamp taxes, environmental taxes, workers' compensation premiums, and all other amounts of the same or a similar nature to any of the foregoing, whether or not such amounts are described as taxes;
- (mm) **“Vendor”** means 645622 Alberta Ltd.; and
- (nn) **“Vendor's Solicitors”** means Donald E. Homer Professional Corporation, 900, 602 12 Ave SW, Calgary, Alberta, T2J 1J3 Attn: Don Homer, (403) 229 – 0101, dhomer@telus.net

Captions and Section Numbers

- 1.2 The headings and section references in this Agreement are for convenience or reference only and do not form a part of this Agreement and are not intended to interpret, define or limit the scope, extent or intent of the Agreement or any provision thereof.

Extended Meanings

- 1.3 The words “hereof”, “herein”, “hereunder” and similar expressions used in any clause, paragraph or section of this Agreement shall relate to the whole of this Agreement and not to that clause, paragraph or section only, unless otherwise expressly provided.

Section References

- 1.4 Any reference to a particular “article”, “section”, “subsection” or other subdivision is to the particular article, section, subsection or other subdivision of this Agreement.

Governing Law

- 1.5 This Agreement and all matters arising hereunder shall be governed by, construed and enforced in accordance with the laws of the Province of Alberta and all disputes arising under this Agreement shall be referred to the Courts of the Province of Alberta.

Severability of Clauses

- 1.6 In the event that any provision of this Agreement or any part thereof is invalid, illegal or unenforceable, it is the intent of the Parties that the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Currency

- 1.7 All sums of money to be paid or calculated pursuant to this Agreement shall be paid or calculated in the currency of Canada unless otherwise expressly stated otherwise.

Statutes

- 1.8 Unless otherwise stated, any reference to a statute includes and is a reference to such statute and to the regulations made pursuant thereto, with all amendments made thereto and in force from time to time, and to any statute or regulations that may be passed which supplement or supersede such statute or such regulations.

No Contra Proferentem

- 1.9 The language in all parts of this Agreement shall in all cases be construed as a whole and neither strictly for, nor strictly against, either of the Parties.

Non-Business Days and References to Time

- 1.10 If any date specified in this Agreement for the doing of any act, the performance of any obligation or the satisfaction or waiver of any condition falls on a day which is not a Business Day then the time for doing such act, performing such obligation or satisfying or waiving such condition shall be extended to the Business Day immediately following such date. Each reference to time of day in this Agreement is to local time in Chestermere, Alberta, being Mountain Standard Time or Mountain Daylight Savings Time, as the case may be on that particular day.

Schedules

- 1.11 The following schedules (the "Schedules") are attached to, form part of and are incorporated in this Agreement:
- (a) Schedule "A" – the Lands
 - (b) Schedule "B-1" – the Golf Course Assets
 - (c) Schedule "B-2" – Excluded Assets
 - (d) Schedule "C" – Golf Course Contracts and Equipment Leases
 - (e) Schedule "D" – Golf Course Permits
 - (f) Schedule "E" - GST Election concerning the Acquisition of a Business or Part of a Business
 - (g) Schedule "F" - Operational Services Agreement form

ARTICLE 2
AGREEMENT OF PURCHASE AND SALE OF GOLF COURSE

Agreement of Purchase and Sale

- 2.1 Upon the terms and subject to the conditions of this Agreement, the Vendor agrees to sell and the Purchaser agrees to purchase, as a going concern, the Golf Course, free and clear of all liens, charges, security interests and encumbrances whatsoever, other than those Permitted Encumbrances related to the Lands as identified in Schedule "A" herein, as at the Closing Date and for the Purchase Price.

Purchase Price and Allocation of Purchase Price

- 2.2 The Purchase Price payable by the Purchaser to the Vendor for the Golf Course shall be **TEN MILLION (\$10,000,000.00)** Dollars plus GST, subject only to any Adjustments as described herein.

Payment of Purchase Price

- 2.3 The Purchase Price shall be paid to the Vendor as follows:
- (a) by payment of the Deposit, to be paid in trust to the Vendor's Solicitors within five (5) Business Days of the execution of this Agreement, and to be returned to the Purchaser in full if the Due Diligence Conditions are not waived or satisfied as contemplated in Section 2.5 herein on or before close of business on the Due Diligence Condition Waiver Date; and
 - (b) by payment of the balance of the Purchase Price, more or less, plus or minus the aggregate of the Adjustments as determined in accordance with section 2.4 hereto, paid and satisfied by the Purchaser to the Vendor on the Closing Date by solicitor's trust cheque to the trust account of the Vendor's Solicitors.

Closing Adjustments

- 2.4 Prior to the Closing Date, the Vendor shall prepare a statement of adjustments applicable to the purchase and sale of the Golf Course as of the Cut Off Time adjusting for the items of revenue and expense as set forth in this Section 2.4 (such adjustments being herein referred to as the "**Adjustments**") and each such estimate of the Adjustments being herein referred to as "**Closing Adjustments**"). The Closing Adjustments shall consist of those items which are customarily the subject of adjustment for transactions

of the nature contemplated hereby including the following items of revenue and expense associated with the Golf Course that are to be prorated, adjusted and appropriated as of the Cut Off Time:

(a) Taxes. All property taxes applicable to the Lands and business taxes, local improvement charges and utility rents and charges, as applicable, on the basis of the best available estimates for such taxes and charges that will be due and payable on the Golf Course for the calendar year in which the Closing occurs. The Purchaser shall thereafter be obligated to pay all such taxes and charges relating to the Golf Course. The Vendor shall be:

(i) entitled to any refunds or rebates; and

(ii) responsible for and liable to the Purchaser for any deficiencies or shortfalls;

relating to any period of time prior to the Closing Date arising out of all assessment appeals or otherwise;

(b) Operating Costs. All costs and expenses of operating the Golf Course including the Vendor's portion of any current installment payments under the Golf Course Contracts which are payable after the Cut Off Time and the Purchaser's portion of payments made by the Vendor under the Golf Course Contracts attributable to any period of time after the Cut Off Time. Utility charges for telephone, gas, electricity, sewer, water and other services shall not be prorated to the extent that the Vendor can make arrangements for the rendering of final bills based upon meter readings taken as of the Cut Off Time. The Vendor shall be responsible for the payment as at the Cut Off Time of all bills for utility charges up to and including the Cut Off Time. To the extent that utility bills cannot be rendered as of the Closing Date, such charges for the period through the Cut Off Time shall be prorated as of the Cut Off Time based upon the most recent available bills and readjusted on the basis of the actual bills as and when received. The Purchaser shall be responsible for all utility connections necessary for continuation of the Golf Course on the Closing Date;

(c) Revenues. All revenues derived from the operation of the Golf Course, including without limitation green fees, cart rentals, driving range fees, food and beverage sales, event revenues, and rental or license income from the Golf Course Real Property, shall be apportioned as of the Cut Off Time. All prepaid revenues for services to be rendered after the Cut Off Time shall be credited to the Purchaser and honoured by the Purchaser after Closing;

(d) Prepaid Expenses. Prepaid fees and expenses for miscellaneous items including, without limitation, business licenses, music, entertainment, trade association dues, prepaid advertising and trade subscriptions income and deposits paid under leases or licenses of space applicable to the Golf Course Real Property, if any. The Purchaser shall receive a credit for the unexpired portion of any such prepaid items;

(e) Membership Dues. All prepaid membership dues, including multi-year and annual dues, shall be prorated as of the Cut Off Time based on a straight-line allocation over the term of the membership. The Vendor shall receive that portion of such dues that relates to the period prior to the Cut Off Time, and the Purchaser shall receive a credit for the portion relating to the period on and after the Cut Off Time. The Purchaser shall assume all obligations to provide membership benefits from and after the Cut Off Time for the remainder of the applicable membership term;

(f) Deposits. The Purchaser shall receive a credit equal to all prepaid customer deposits and unearned revenue for services to be provided after the Cut Off Time. The Vendor shall assign to the Purchaser all rights in respect of such deposits;

- (g) Accounts Payable. All Accounts Payable shall remain the Vendor's to pay and shall not be adjusted for, subject to any deferred Accounts Payable that are to be paid by the Purchaser, in which case, an adjustment for same shall be done in favour of the Purchaser;
- (h) Accounts Receivable. No adjustments shall be made for the Accounts Receivable which shall remain the property of the Vendor. The Purchaser shall cooperate reasonably with the Vendor, upon request and at no cost to the Purchaser, in forwarding to the Vendor any payments received in respect of such receivables, but shall have no obligation to actively collect such amounts;
- (i) Cash Float. The Vendor shall receive a credit in an amount equal to the aggregate cash float on hand at the Golf Course on the Closing Date; and
- (j) Golf Course Consumables and Golf Course Inventory. The Purchaser shall receive a credit for all Golf Course Inventory and Consumables (including pro shop merchandise, food and beverage stock, and supplies), in usable and saleable condition, as of the Cut Off Time, valued at the Vendor's cost. Perished or expired items shall be excluded from the adjustment;

The Purchaser shall be entitled to all revenue and shall pay all expenses of the Golf Course from and after the Cut Off Time and the Vendor shall be entitled to all revenue and shall pay all expenses of the Golf Course prior to the Cut Off Time.

Deposits

- 2.5 If the Due Diligence Conditions are met or waived on or before the Due Diligence Condition Waiver Date and the Purchaser fails to perform its obligations hereunder, the Deposit shall be forfeited as liquidated damages to the Vendor in full and final satisfaction of any claims which the Vendor may have. If the Due Diligence Conditions are not waived by the Purchaser on or before the Due Diligence Condition Waiver Date, then the Deposit shall be returned to the Purchaser without any deduction or set-off.

Completion

- 2.6 The completion of the transactions contemplated by this Agreement will occur on the Closing Date.

Possession

- 2.7 The Vendor will deliver to the Purchaser possession of the Golf Course, immediately upon completion of the Closing, including payment of the amount due to the Vendor on completion of the Closing in accordance with the provisions of this Agreement.
- 2.8 The Golf Course will be at the Vendor's risk until the time of Closing as set forth in Section 7.1.
- 2.9 Readjustment. The Vendor and Purchaser hereby irrevocably undertake and agree with each other to re-adjust and correct any errors, omissions or changes in the statement of adjustments prepared regarding the Closing Adjustments effective the Closing Date.
- 2.10 Objection Period. Within thirty (30) Business Days following the delivery thereof, the Purchaser shall notify the Vendor, in writing, if it has any objections to the statement of adjustments provided by the Vendor pursuant to Section 2.4. The notice of objection must state in reasonable detail the basis of each objection and the approximate amounts in dispute. The Purchaser shall be deemed to have accepted the statement of adjustments if it does not provide the notice referred to above to the Vendor within such period of thirty (30) Business Days.
- 2.11 Settlement of Dispute. If the Purchaser disputes the statement of adjustments in accordance with Section 2.10, then the parties will work expeditiously and in good faith in an attempt to resolve such dispute

within a further period of ten (10) Business Days after the date of the notification of such dispute, failing which the dispute may be submitted by the Purchaser or Vendor for final determination to an accountant mutually agreeable to the Purchaser and Vendor (the "**Accountant**"). The parties shall both use commercially reasonable efforts to:

- (a) select a mutually agreeable Accountant within fifteen (15) Business Days after the determination that there is a need to select an Accountant; and
- (b) cause the Accountant to complete their work within thirty (30) Business Days of their engagement.

The Accountant shall allow each party to present their respective positions regarding the statement of adjustments and the determination of the Closing Adjustments. In deciding any matter, the Accountant will be bound by the provisions of this Section 2.11. Any determination by the Accountant with respect to the Closing Adjustments shall be binding upon the parties and, if any amounts are revised as a result of such determination, the parties shall adjust the Purchase Price and make such payments as are necessary to give effect to such determination.

ARTICLE 3 **REPRESENTATIONS AND WARRANTIES OF THE VENDOR**

General Representations and Warranties

3.1 The Vendor hereby represents and warrants to the Purchaser that:

- (a) the Due Diligence Materials are true, accurate and complete;
- (b) that the Vendor is duly registered in accordance with Subdivision (d) of Division V of Part IX of the GST Legislation as a person making a taxable supply in Canada in the course of a commercial activity;
- (c) the Vendor is and on the Closing Date will be a partnership duly incorporated, organized, existing and in good standing under the laws of the Province of Alberta; and
- (d) the Vendor has all requisite power and authority to enter into this Agreement and all other documents to be executed and delivered hereunder and to perform its obligations under this Agreement and all other documents to be executed and delivered hereunder and has authorized and taken all corporate action necessary to authorize the execution, delivery and performance of this Agreement, all documents to be executed and delivered hereunder and the consummation of the Transaction in accordance with this Agreement.

Representations and Warranties respecting the Golf Course and Golf Course Assets

3.2 The Vendor hereby represents and warrants to the Purchaser that:

- (a) the Vendor has and will have on the Closing Date, good and marketable title to the Golf Course Assets free and clear of all liens, mortgages, encumbrances, equities or claims of every kind and nature whatsoever, except as disclosed by the Vendor to the Purchaser during the Due Diligence Period, and in accordance with the Due Diligence Conditions as identified in Section 6.4 herein;
- (b) the Golf Course Assets constitute all of the assets used or held for use in the operation of the Golf Course and are sufficient for the continued operation of the Golf Course as currently conducted;

- (c) the Golf Course Assets and all other personal property or equipment included in the Golf Course Assets are in good working order and repair, excepting ordinary wear and tear, and as disclosed by the Vendor to the Purchaser during the Due Diligence Period, and in accordance with the Due Diligence Conditions as identified in Section 6.4 herein;
- (d) the Vendor has not sold, transferred or otherwise disposed of any material asset or right used in the Golf Course within the past Twelve (12) months, other than in its ordinary course of business;
- (e) all Golf Course Intangibles are fully transferrable by the Vendor to the Purchaser and will be transferred to the Purchaser at Closing;
- (f) there are no outstanding contracts for the purchase and lease of any equipment, goods or services related to the Golf Course or its operations that will bind the Purchaser following closing, except as set out in Schedule 'C' herein;
- (g) at the Closing Date the Vendor will have all governmental licenses, permits, consents and authorities required for the conduct of the Golf Course;
- (h) There are no outstanding liabilities for Taxes payable, collectible or remittable by Vendor, whether assessed or not, which may result in an encumbrance on or other claim against or seizure or sale of all or any part of the Golf Course Assets. There are no actions, suits, proceedings, investigations or claims pending or, to the knowledge of Vendor, threatened against Vendor in respect of Taxes which may result in an encumbrance on or other claim against or seizure or sale of any of the Golf Course Assets or liability or responsibility on the part of Purchaser for Taxes payable, collectible or remittable by Vendor nor are any material matters under discussion with any Governmental Authority relating to Taxes;
- (i) There are no pending or threatened actions, arbitration, litigation, claims or proceedings affecting the Golf Course and Golf Course Assets, except as disclosed by the Vendor to the Purchaser during the Due Diligence Period, or affecting the Vendor that would materially impact the transaction or the Purchaser's use or enjoyment of the Golf Course Assets, including any outstanding judgements, injunctions or orders against the Vendor or the Golf Course Assets, and as assessed in accordance with the Due Diligence Conditions as identified in Section 6.4 herein;
- (j) The Vendor has fully disclosed and provided all copies of all contracts, leases, licenses and other commitments affecting the Golf Course and Golf Course Assets, and all such contracts are valid, binding and in full force and effect, and the Vendor is not in material breach of any such contract;
- (k) No notice of termination or material amendment has been provided or given to the Vendor with respect to the Golf Course, Golf Course Assets, Golf Course Contract or Equipment Leases;
- (l) There are no claims or complaints nor, to the knowledge of the Vendor, are there any threatened claims or complaints, against the Vendor in relation to the individuals who are full-time, part-time or casual employees and who work at the Golf Course, or individuals who are engaged on contract to provide employment services to the Vendor at the Golf Course (the "**Employees**"). There are no outstanding decisions or settlements or pending settlements that place any obligation upon the Vendor to do or refrain from doing any act in respect of Employees. All amounts due and payable by the Vendor to its Employees and independent contractors have been paid in full. There are no outstanding charges or complaints against the Vendor relating to unfair labour practices, occupational health and safety issues or under any laws;
- (m) The Vendor is not a party, either directly or by operation of law, to any collective agreement, letter of understanding, letter of intent or other written communication with any trade union or association that may qualify as a trade union, which would cover any Employees or any

independent contractors of the Golf Course. There are no outstanding or, to the knowledge of the Vendor, threatened, labour board proceedings of any kind, including any proceedings that could result in certification of a trade union as bargaining agent for the Employees, and there have not been any such proceedings; and

- (n) The Vendor has not, and is not subject to any present or future obligation or liability under, any pension plan, deferred compensation plan, retirement income or group registered retirement savings plan, stock option, stock appreciation rights, phantom stock or stock purchase plan, profit sharing plan, bonus plan or policy, commission or incentive compensation plan, change of control agreement, retention bonus plan or agreement, severance or termination pay arrangement, employee life or other group insurance plan, savings plan, employee plan, indemnity, education or hospitalization plan, medical or dental plan, long-term or short-term disability plan or other employee benefit plan, program, policy or practice, formal or informal, with respect to any of the Employees (collectively, "**Employee Benefit Plans**"), other than any health plans established pursuant to statute, except as disclosed by the Vendor to the Purchaser during the Due Diligence Period, and in accordance with the Due Diligence Conditions as identified in Section 6.4 herein.

Representations and Warranties respecting the Golf Course Real Property

3.3 The Vendor hereby represents and warrants to the Purchaser that:

- (a) The Lands on the Closing Date shall be conveyed by the Vendor free and clear of all mortgages, liens, charges, encumbrances, restrictions, security interests, conditional sale agreements, purchase agreements, leases, rights of first refusal, options and any other claims and interests whatsoever except for the Permitted Encumbrances and any encumbrances which the Vendor's solicitor undertakes to discharge within a reasonable time of Closing;
- (b) Neither the Lands, nor any part thereof, has been expropriated and there are no existing or, to the knowledge of the Vendor, contemplated expropriation proceedings or other similar public or private proceedings affecting the Lands, or any part of thereof;
- (c) There are no pending or threatened actions, arbitration, litigation, claims or proceedings affecting the Golf Course Real Property, or affecting the Vendor that would materially impact the transaction or the Purchaser's use or enjoyment of the Golf Course Real Property, including any outstanding judgements, injunctions or orders against the Vendor or the Golf Course Real Property;
- (d) on the Closing Date the Vendor will not be a non-resident of Canada for the purposes of the *Income Tax Act* (Canada);
- (e) The Vendor shall take no action to change the land use classification of the Lands unless approved in writing by the Purchaser;
- (f) There are no contaminants or Hazardous Substances located within or upon the Lands or any environmental contaminants, processes or activities associated with the Vendor's operation of the Golf Course which would be in breach of any Environmental Laws. Without limiting the generality of the foregoing, there are no, or have not been any, underground storage tanks stored on the Lands, except as disclosed by the Vendor to the Purchaser during the Due Diligence Period, and in accordance with the Due Diligence Conditions as identified in Section 6.4 herein; and
- (g) No person other than the Purchaser has any written or oral agreement or option or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option for the purchase or acquisition from the Vendor of any of the Golf Course Real Property,

and without limiting the generality of the foregoing, is such an agreement or option exists, the Vendor shall secure a waiver or discharge of any option for the benefit of the Purchaser.

Survival

3.4 The representations, warranties and indemnities of the Vendor contained in this Agreement will survive the Closing and, notwithstanding the Closing or any investigations made thereafter as contemplated herein, will continue in full force and effect for a period of twelve (12) months after the Closing Date provided, however, that with respect to any claim in respect of which notice (together with sufficient particulars to permit identification of the claim) is given in writing by the Purchaser within such period referred to above, the Purchaser shall be entitled to prosecute such claim following the expiration of such period subject only to limitation periods that might be imposed by law.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

Representation of Purchaser

- 4.1 The Purchaser hereby represents and warrants to the Vendor:
- (a) that the Purchaser is duly registered in accordance with Subdivision (d) of Division V of Part IX of the GST Legislation as a person making a taxable supply in Canada in the course of a commercial activity engaged in by the Purchaser in Canada; and
 - (b) the Purchaser has all requisite power and authority to enter into this Agreement and all other documents to be executed and delivered hereunder and to perform its obligations under this Agreement and all other documents to be executed and delivered hereunder and has authorized and taken all corporate action necessary to authorize the execution, delivery and performance of this Agreement, all documents to be executed and delivered hereunder and the consummation of the Transaction in accordance with this Agreement;
 - (c) that the Purchaser shall accept all Golf Course Intangibles as transferred by the Vendor to the Purchaser, for the sole and absolute benefit of the Purchaser; and
 - (d) that the Purchaser shall accept and assume any Golf Course Contracts or Golf Course Permits as deemed relevant and as determined acceptable, in the sole and absolute discretion of the Purchaser, through review of the Due Diligence Materials and as identified as a Due Diligence Condition in Section 6.4 herein.

Survival

4.2 The representations and warranties of the Purchaser contained in Section 4.1 will survive the Closing and, notwithstanding the Closing or any investigations made thereafter as contemplated herein, will continue in full force and effect for a period of six (6) months after the Closing Date, provided, however, with respect to any claim in respect of which notice (together with sufficient particulars to permit identification of the claim) is given in writing by the Vendor within such period referred to above, the Vendor shall be entitled to prosecute such claim following the expiration of such period subject only to limitation periods that might be imposed by law.

ARTICLE 5
COVENANTS OF THE VENDOR

General Covenants

- 5.1 The Vendor shall provide the following Due Diligence Materials to the Purchaser and the Purchaser's Solicitor, to the sole and absolute satisfaction of the Purchaser, acting reasonably:
- (a) Golf Course Contracts, Golf Course Permits, leases, licenses and contracts, including service contracts, purchase contracts or other purchase commitments, employment contracts and Equipment Leases pertaining to the operation of the Golf Course and any current or pending leases or licenses of space associated with the Golf Course Real Property;
 - (b) a detailed accounting of all Golf Course Assets, including but not limited to, All Golf Course Maintenance Assets, for all serial numbered and non-serial numbered assets currently used, affixed, operating or associated with the Golf Course;
 - (c) any and all real property reporting documentation, including but not limited to land survey documentation, environmental testing and assessment reporting, water quality and control reporting and all other documentation respecting the status of the Lands and Golf Course Real property in the Vendors possession;
 - (d) with respect to the Employees, full details of their terms of employment including their respective positions, date of birth, years of employment, salary or wages and entitlement to participate in any bonus or profit participation plans, benefits including details of any pension plans, vacation entitlement and accrued and unpaid holiday or vacation pay and, if applicable, copies of all collective bargaining agreements or other union agreements applicable to any of the Employees including current information on applicable wage rates and benefits and details of last wage increases;
 - (e) any and all information pertaining to the Golf Course Intangibles, including but not limited to verification of any tradename, trademark, intellectual property ownership and other intangible assets as determined by the Purchaser, in its sole and absolute discretion as it pertains to the operations of the Golf Course;
 - (f) Detailed accounting as at the execution date of this Agreement and at the Closing Date of the quantity and status of all Golf Course Consumables and Golf Course Inventory, and a schedule of all active memberships, membership categories, amounts paid, payment terms, and expiry dates at least five (5) Business Days prior to Closing; and
 - (g) revenue and operational management information pertaining to the operation of the Golf Course including all audited and non-audited financial statements and ongoing accounting reporting.

and the Vendor shall provide such additional information and cooperation as is reasonably requested by the Purchaser or the Purchaser's Solicitor with respect to any and all additional operational and financial records of the Golf Course.

Materials Delivered to the Purchaser

- 5.2 If the purchase and sale of the Golf Course contemplated herein does not complete for any reason whatsoever, any and all information that the Purchaser or any of its councillors, representatives, agents or employees acquire or obtain from the Vendor including, without limitation, the Due Diligence Materials, shall be promptly returned to the Vendor in accordance with the provisions of Section 6.3 and no use whatsoever shall be made of such information without the prior written consent of the Vendor. Any personal information concerning the Employees or the patrons of the Golf Course disclosed by the Vendor to the Purchaser prior to or during the Due Diligence Period will be used by the Purchaser solely for the purpose of conducting the due diligence investigations and inquiries and, if the transactions contemplated by this Agreement are completed on the Closing Date, the Purchaser will only use or

disclose such personal information for the same purposes for which it was originally collected by the Vendor and in accordance with any applicable privacy legislation.

Commission

5.3 Neither the Vendor or the Purchaser has not entered into any agreement to pay a brokerage fee, commission or other fee to a third party in connection with the purchase and sale of the Golf Course.

Restriction on Conduct of Business

5.4 Between the date hereof and the Closing Date, without the prior written consent of Purchaser, which consent shall not be unreasonably withheld or delayed, neither Vendor nor any of its affiliates shall:

- (a) enter into any transaction in respect of the Golf Course not in the ordinary course of its business;
- (b) sell, transfer, assign, forfeit, grant an encumbrance (other than a Permitted Encumbrance) or otherwise dispose of or alienate any of the Golf Course Assets, Golf Course Real Property, save and except for Golf Course Consumables and Golf Course Inventory used in the ordinary course of business;
- (c) other than in the ordinary course of business or as otherwise contemplated herein, amend in any material respect or terminate any of the Golf Course Contracts or Equipment Leases or enter into any new material agreement or commitment relating to the Golf Course; and
- (d) enter into any obligations or commitments out of the ordinary course of business with respect to the Golf Course for which Purchaser will be responsible, or make any capital expenditures which exceed \$150,000 for any single item or related series of items, except as may be reasonably necessary to protect or ensure life and safety or to preserve the Golf Course.

Notwithstanding the foregoing, however, Vendor may assume such obligations or commitments and propose or initiate such operations or exercise any such right or option without the prior written consent of or notice to Purchaser if Vendor reasonably determines that such expenditures or actions are necessary for the operations of the Golf Course, in which case Vendor shall, as soon as reasonably practicable, notify Purchaser promptly of such intention or actions and Vendor's estimate of the costs and expenses associated therewith.

Requests for Consents

5.5 The Vendor shall ensure and undertake to provide to the Purchaser, and to assist the Purchaser in obtaining, to the extent available:

- (a) any consents necessary for the assignment to the Purchaser of the Vendor's interest in any Golf Course Contracts, Equipment Leases and the Golf Course Permits; or
- (b) if applicable, the reissuance of any one or more of the Golf Course Permits in the name of the Purchaser;

In addition, the Vendor will execute any consent reasonably required by the Purchaser's Solicitors relating to or in connection with the request for information from a Governmental Authority relating to the Golf Course Assets or Golf Course Real Property.

Accounts Payable

- 5.6 The Vendor undertakes to assume all responsibility for the Accounts Payable of the Golf Course for merchandise delivered before the Closing Date or for matters arising before the Closing Date and hereby indemnifies the Purchaser from any and all loss or damage to the Purchaser arising from non-payment of same.

Assignment of Golf Course Intangibles

- 5.7 Effective as of the Closing Date, Vendor hereby assigns, transfers and conveys to the Purchaser all of its right, title and interest in and to the following, free and clear of all liens, claims, and encumbrances:
- (a) The operating name of the Golf Course, including all rights to use such name in connection with the business and goodwill of the Golf Course;
 - (b) any trade names, business names, domain names, email addresses, website content and social media accounts (including login credentials, passwords and administrative access rights) used in connection with the operation of the Golf Course;
 - (c) the telephone and facsimile numbers (landline and mobile), and any other telecommunications identifiers (including but not limited to text messaging short codes and VoIP numbers) associated with the Golf Course; and
 - (d) all goodwill associated with the foregoing.

Further Assurances

- 5.8 The Vendor shall, both before and after Closing, execute and deliver all such further documents, consents, and instruments, and shall take all such further actions, as may be reasonably required by the Purchaser to give full effect to the assignment of the rights described in this Section 5.7, including without limitation executing any domain name transfer forms, social media administrative transfers, and forms required by telecommunications providers.

Vendor Assistance

- 5.9 The Vendor shall, for a period of thirty (30) Business Days following the Closing Date, cooperate with the Purchaser and provide reasonable assistance, at no cost to the Purchaser, to ensure the effective transfer and operational continuity of the items assigned under Section 5.7.

Vendor Condition

- 5.10 The obligations of the Vendor described in this Agreement are subject to the confirmation and waiver, as obtained by the Vendor, of any first right of refusal agreement currently affecting the Golf Course Real Property.

ARTICLE 6
COVENANTS OF THE PURCHASER

Ongoing Operations

- 6.1 The Purchaser and the Vendor shall, not less than five (5) Business Days prior to the Closing Date, enter into an operational services agreement for the continued operation of the Golf Course by the Vendor post Closing, in the prescribed form attached as Schedule "F" herein. The terms of this operational services agreement shall address the terms and conditions of service delivery by the Vendor to the Purchaser, with consideration given to all existing Employees of the Vendor.

The Purchaser Covenants and agrees with the Vendor that if at any time within ten (10) years following the Closing Date, the Purchaser:

- (a) decides to develop all or any portion of the Golf Course Real Property, specifically for the subdivision, construction, or development for the purpose of creating residential or commercial properties, then the Vendor shall be given the first opportunity to participate in fifty (50%) percent of such subdivision, construction, or development; or
- (b) enters into a purchase and sale agreement with an arm's length third party for all or any portion of the Golf Course Real Property, and the sale is specifically for the subdivision, construction, or development for the purpose of creating residential or commercial properties, then the Vendor shall be entitled to forty (40%) percent of the amount determined by taking the gross sale price less the Purchase Price (or such prorated amount in the event the sale is for only a portion of the Golf Course Real Property) and less any real estate commissions paid by the Purchaser in connection with the sale,

the parties acknowledge and agree this covenant may be relied upon several times over the ten (10) year period in the event only a portion of the Golf Course Real Property is involved.

Post-Closing Access

6.2 After the Closing Date, upon reasonable notice, the Purchaser shall give to the representatives, employees, counsel and accountants of the Vendor limited access to the Golf Course, during normal business hours, and to the Golf Course records which relate to periods prior to the Closing Date and will permit such persons to examine and copy such records at the Vendor's expense to the extent reasonably requested by the Vendor in connection with the preparation of tax and financial reporting matters, audits, legal proceedings, governmental investigations and other business purposes. The Purchaser shall not be obliged to take any action pursuant to this section 6.2 that would unreasonably disrupt the normal course of its business, violate the terms of any contract to which it is a party or to which the Purchaser or any of its assets is subject or to grant access to any of its proprietary, confidential or classified information which was not obtained from the Vendor.

Confidentiality by Purchaser

6.3 Any non-public information that the Purchaser or any of its representatives, councillors, officers, agents or employees acquires or obtains with respect to the Golf Course and in respect of this Agreement or any investigations shall be confidential and the Purchaser shall not disclose such non-public information, or any part thereof, to any third party other than its representatives, councillors, officers agents or employees, who shall be directed to keep such non-public information, or any part thereof, confidential.

In the event of termination of this Agreement, the Purchaser shall:

- (a) promptly cause to be delivered to the Vendor any and all such information including, without limitation, all Due Diligence Materials, and will retain no copies of any documents, work papers and other materials obtained from the Vendor by or on behalf of the Purchaser whether so obtained before or after the execution hereof; and
- (b) destroy any documents, memoranda, notes or other writings prepared by the Purchaser based on the non-public information, or any part thereof, contained in such materials,

and, if requested by the Vendor, certify in writing to the Vendor that the Purchaser has complied with all of the provisions of this Section 6.3.

Purchaser's Conditions

- 6.4 The obligations of the Purchaser described in this Agreement are subject to the sole and absolute discretion of the Purchaser, and satisfaction or waiver of the following Due Diligence Conditions:
- (a) the Purchaser being satisfied with the title to the Lands and the waiver of all rights of first refusal associated with the subject Lands;
 - (b) the Purchaser's review and acceptance of all Due Diligence Materials;
 - (c) The sole and absolute satisfaction and acceptance of the Purchaser in the environmental status of the Golf Course Real Property, including but not limited to, the Purchaser's review and acceptance of any disclosed information regarding contaminants or Hazardous Substances located within or upon the Lands or any environmental contaminants, processes or activities associated with the Lands, and the conduct of any additional environmental testing and surveyance of the Lands, as required in the sole and absolute discretion of the Purchaser;
 - (d) the consent of any third party to any Golf Course Contracts and Equipment Leases being assumed by the Purchaser;
 - (e) the Purchaser obtaining municipal council approval and authorization of expenditure related to this Agreement;
 - (f) the Purchasers sole and absolute satisfaction of the terms and conditions of the operational services agreement, as developed and executed between the parties for the ongoing operation and management of the Golf Course post Closing;
 - (g) clarification and assignment of any agreement between the Lakeside Greens Golf & Country Club and the Vendor to the Purchaser;
 - (h) the sole and absolute satisfaction and acceptance by the Purchaser of any liens, mortgages, encumbrances, equities or claims of every kind and nature whatsoever with respect to the Golf Course Assets, as disclosed by the Vendor and as assessed by the Purchaser during the Due Diligence Period;
 - (i) the sole and absolute satisfaction and acceptance of the Purchaser of the working order and repair, excepting ordinary wear and tear, of all Golf Course Assets, as disclosed by the Vendor and as assessed by the Purchaser during the Due Diligence Period;
 - (j) The sole and absolute satisfaction and acceptance by the Purchaser of any disclosed pending or threatened actions, arbitration, litigation, claims or proceedings affecting the Golf Course and Golf Course Assets, including any outstanding judgements, injunctions or orders against the Vendor or the Golf Course Assets; and
 - (k) The sole and absolute satisfaction and acceptance by the Purchaser of any present or future obligation or liability under, any pension plan, deferred compensation plan, retirement income or group registered retirement savings plan, stock option, stock appreciation rights, phantom stock or stock purchase plan, profit sharing plan, bonus plan or policy, commission or incentive compensation plan, change of control agreement, retention bonus plan or agreement, severance or termination pay arrangement, employee life or other group insurance plan, savings plan, employee plan, indemnity, education or hospitalization plan, medical or dental plan, long-term or short-term disability plan or other employee benefit plan, program, policy or practice, formal or informal, with respect to any of the Employees, or the determination by the Purchaser of deferral

of any Employee matters to be addressed in the operational services agreement executed between the parties.

The Purchaser shall have until the Due Diligence Condition Waiver Date to satisfy or waive the foregoing Due Diligence Conditions of this Section 6.4.

The foregoing conditions set forth in this Section 6.4 are inserted for the sole and exclusive benefit and advantage of the Purchaser. The satisfaction or waiver of these conditions will be determined in the sole discretion of the Purchaser. The Purchaser agrees to use reasonable efforts to satisfy these conditions.

The foregoing conditions may only be satisfied or waived by the Purchaser giving written notice to the Vendor on or before the Due Diligence Condition Waiver Date specified herein. If the Purchaser fails to give such notice to the Vendor on or before the respective dates then this Agreement will be ended and the Deposit, plus any accrued interest thereon, will be returned to the Purchaser.

Accounts Payable

- 6.5 Subject to Section 2.4, the Purchaser undertakes to assume all responsibility for Accounts Payable of the Golf Course arising on or after the Closing Date and hereby indemnifies the Vendor from any and all loss or damage to the Vendor arising from non-payment of same.

ARTICLE 7 **CLOSING**

Vendor's Deliveries

- 7.1 Prior to the Closing Date, the Vendor shall cause the Vendor's Solicitors to deliver to the Purchaser's Solicitors the following:
- (a) a registerable transfer(s) of land(s) respecting the Golf Course Real Property;
 - (b) a statement of adjustments, duly approved by the Vendor, prepared in accordance with Section 2.4;
 - (c) a bill of sale with respect to the Golf Course Assets, the Golf Course Maintenance Assets, the Golf Course Inventory and the Golf Course Consumables, duly executed by the Vendor, conveying such Golf Course Assets, Golf Course Maintenance Assets, Golf Course Inventory and Golf Course Consumables to the Purchaser;
 - (d) an assignment and assumption agreement with respect to the Golf Course Contracts, The Golf Course Intangibles, Golf Course Permits, Equipment Leases and any and all other assignment rights associated with the operation of the Golf Course, duly executed by the Vendor and to be executed by the Purchaser, whereby the Vendor assigns to the Purchaser the interest of the Vendor in such, the Purchaser assumes the obligations of the Vendor in respect of such aforementioned agreements and rights that the Purchaser has agreed to assume and the Golf Course Permits (to the extent any are assignable), the Vendor agrees to indemnify the Purchaser for all liabilities due or accruing due under such Golf Course Contracts, The Golf Course Intangibles, Golf Course Permits and Equipment Leases for any period of time on and prior to the Closing Date and the Purchaser agrees to indemnify the Vendor for all liabilities due or accruing due under such Golf Course Contracts, The Golf Course Intangibles, Golf Course Permits and Equipment Leases for any period of time after the Closing Date;
 - (e) an original or certified copy of a director's resolution of the Vendor authorizing the within sale transaction;

- (f) a joint GST election from, as provided for in Schedule "E" under s. 167(1) of the *Excise Tax Act* (Canada) executed by the Vendor;
- (g) all such other documents and instruments as the Purchaser's Solicitors may reasonably require to ensure that the Purchaser acquires the Vendor's interest in the Golf Course free and clear of all liens, charges and encumbrances save and except for the obligations assumed by the Purchaser pursuant to the Golf Course Contracts which the Purchaser has agreed to assume and the Golf Course Permits.

The closing documents contemplated in this Section 7.1 will be prepared by the Vendor or the Vendor's Solicitors at the Vendor's expense and delivered to the Purchaser's Solicitors for review and approval not less than fifteen (15) Business Days prior to the Closing Date.

Purchaser's Deliveries

7.2 On the Closing Date, the Purchaser shall cause the Purchaser's Solicitors to deliver to the Vendor's Solicitors the following:

- (a) the balance of the Purchase Price in accordance with Section 7.3;
- (b) the assignment and assumption agreement referred to in Subsection 7.1(d), duly executed by the Purchaser;
- (c) a joint GST election (Form 44E) under s.167(1) of the *Excise Tax Act* (Canada) executed by the Purchaser; and
- (d) all such other documents and instruments as the Vendor's Solicitors may reasonably require in connection with the sale and purchase of the Golf Course.

The closing documents contemplated in this Section 7.2 will be prepared by the Purchaser's Solicitors, at the Purchaser's expense (to the extent that preparation is required) and delivered to the Vendor's Solicitors in draft for review and approval not less than ten (10) Business Days prior to the Closing Date.

The Purchaser, either on its own behalf or on behalf of the Purchaser or by the Purchaser's Solicitor, and at its own expense, shall obtain a title insurance policy respecting this Agreement and Closing.

Payment in Trust

7.3 On or before the time of Closing on the Closing Date, the Purchaser will pay to the Purchaser's Solicitors, in trust, the amount due to the Vendor pursuant to Subsection 2.3(b) subject to any Adjustments described in the statement of adjustments delivered in accordance with Subsection 7.1(b).

Closing

7.4 Forthwith, following the filing referred to herein, and upon the Purchaser's Solicitors being satisfied as to the title to the Lands on the Closing Date, the Purchaser will cause the Purchaser's Solicitors to transfer to the Vendor's Solicitors on the Closing Date the amount due to the Vendor pursuant to Subsection 2.3(b), as adjusted pursuant to Section 7.1(b) and, concurrently therewith, the Purchaser's Solicitors will release to the Purchaser the documents referred to in Section 7.2, the Vendor's Solicitors will release to the Vendor the documents referred to in Section 7.1.

Interest

7.5 The Purchaser shall pay interest at the rate of three (3%) percent per annum above the prime rate set by Alberta Treasury Branch on all monies owing to the Vendor from the Closing Date to and including the date the monies owing hereunder have been unconditionally paid. If the Vendor fails to deliver the closing documentation set forth in Section 7.1 within the time set forth in Section 7.1, the Purchaser shall not be obliged to pay interest on that portion of the Cash to Close attributable to the Purchaser's own funds, provided that those funds are paid to the Vendor's solicitors, on appropriate trust conditions, until the Purchaser has a reasonable time in which to register the Transfer of Land.

Concurrent Requirement

7.6 It is a condition of this Agreement that all requirements of Sections 7.1 to 7.5 are concurrent requirements and it is specifically agreed that nothing will be completed on the Closing Date until everything required to be paid, executed and delivered on the Closing Date has been paid, executed and delivered.

Vendor's Indemnity

7.7 The Vendor shall be liable to, and hereby indemnifies and saves harmless the Purchaser, its representatives, councillors, officers, agents and employees from all claims, demands, liabilities, losses, damages, deficiencies, costs and expenses (including all reasonable legal fees and disbursements on a solicitor and his own client full indemnity basis) arising from or in connection with:

- (a) any breach or non-performance by Vendor of any covenant to be performed by it that is contained in this Agreement or in any agreement, certificate or other document delivered pursuant hereto;
- (b) the operation of the Golf Course prior to the Closing Date; and
- (c) any cause of action which may arise in respect of the Golf Course from dealings prior to the Closing Date.

Purchaser's Indemnity

7.8 The Purchaser shall be liable to, and hereby indemnifies and saves harmless the Vendor, its officers, directors, agents and employees from all claims, demands, liabilities, losses, damages, deficiencies, costs and expenses (including all reasonable legal fees and disbursements on a solicitor and his own client full indemnity basis) arising from or in connection with:

- (a) any breach or non-performance by Purchaser of any covenant to be performed by it that is contained in this Agreement or in any agreement, certificate or other document delivered pursuant hereto; and
- (b) the operation or ownership of the Golf Course after the Closing Date.

Limitation of Liability

7.9 Notwithstanding anything herein to the contrary, the indemnity provided in Section 7.8 shall not apply to claims, losses and liabilities to the extent reimbursable by insurance or caused by the negligence, wilful default or misconduct of Vendor or its affiliates

G.S.T. Documents

7.10 The parties shall execute and deliver such documents, notices and elections and do such lawful things, all in order to minimize or eliminate, as the case may be, any and all sales taxes and GST payable by the Purchaser on the purchase of the Golf Course, including, without restriction, execution and delivery of a completed G.S.T. Form 44 pursuant to Section 167(1) of the *Excise Tax Act* (Canada), as provided for in

Schedule "E", concerning the supply or substantially all of the assets of a business, such election to be filed by the Purchaser on or before the date the Purchaser's G.S.T. Return is due for the reporting period in which the Closing Date occurs.

ARTICLE 8
GENERAL PROVISIONS

Notices

- 8.1 Whether or not so stipulated herein, all notices, communication, requests and statements (the "Notice") required or permitted hereunder shall be in writing.
- 8.2 Any Notice required or permitted hereunder shall be sent to the intended recipient at its address as follows:

To the Vendor:

645622 Alberta Ltd.
555 Lakeside Greens Drive
Chestermere, AB T1X 1C5
Attention: Wayne McBean
E-mail: wmcbean@lassendas.com
With a copy to the Vendor's Solicitor

To the Purchaser:

City of Chestermere
105 Marina Road,
Chestermere, AB T1X 1V7
Attention: Kent Edney, CAO
E-mail: kedney@chestermere.ca
With a copy to the Purchaser's Solicitor

or to such other address as each party may from time to time direct in writing.

- 8.3 Notice shall be served by one of the following means:
- (a) by delivering it to the party on whom it is to be served. Notice delivered in this manner shall be deemed received when actually delivered to such party;
 - (b) if delivered to a corporate party, by delivering it to the address specified in (a) during normal business hours. Notice delivered in this manner shall be deemed received when actually delivered;
 - (c) by fax or email to the party on whom it is to be served. Notice delivered in this manner shall be deemed received on the earlier of:
 - (i) if transmitted before 3:00 p.m. on a Business Day, on that Business Day; or
 - (ii) if transmitted after 3:00 p.m. on a Business Day, on the next Business Day after the date of transmission; or

- (d) by mailing via first class registered post, postage prepaid, to the party to whom it is served. Notice so served shall be deemed to be received five (5) days after the date it is postmarked. In the event of postal interruption, no notice sent by means of the postal system during or within seven (7) days prior to the commencement of such postal interruption or seven (7) days after the cessation of such postal interruption shall be deemed to have been received unless actually received.

Time of Essence

- 8.4 Time is hereby expressly made of the essence of this Agreement with respect to the performance by the Parties of their respective obligations under this Agreement.

Binding Effect and Assignment

- 8.5 This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns.

Further Assurances

- 8.6 Each of the Parties hereto hereby covenants and agrees to execute such further and other documents and instruments and do such further and other things as may be reasonably necessary to implement and carry out the intent of this Agreement.
- 8.7 This Agreement shall constitute the entire agreement between the Parties and the Parties acknowledge that there are no other representations, conditions, or warranties with respect to this Agreement other than those which are contained herein.

Assignments

- 8.8 Neither party shall assign its interest in this Agreement, or any part hereof, in any manner whatsoever without having first received written consent from the other party, such consent which may be arbitrarily withheld.

Amendments

- 8.9 No amendment to this Agreement shall be valid unless it is evidenced by a written agreement executed by all of the Parties hereto.

Legal and Other Expenses

- 8.10 Either parties shall be responsible for their independent costs for all legal, accounting and other professional fees and expenses, including applicable GST and sales taxes, incurred by each in connection with the negotiation and settlement of this Agreement, the completion of the transactions contemplated hereby and the other matters pertaining hereto.

Tender

- 8.11 It is agreed that any tender of documents or money may be made upon the respective solicitors for the Parties and that it will be sufficient, subject to the terms of this Agreement, to tender a bank draft or certified solicitor's trust cheque rather than cash.

Counterpart/Facsimile Delivery

- 8.12 This Agreement may be executed in two or more counterparts which, read together, shall constitute this Agreement. Execution of this Agreement may be communicated by a Party to the other Parties by way of facsimile transmission, email PDF, or other similar means of electronic transmission, containing a true copy of the signature of the authorized signatories of that Party.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first below written.

**VENDOR – L.G. GOLF LIMITED PARTNERSHIP
by its General Partner 645622 ALBERTA LTD.**

Per: 

Per: Marlene F White

(c/s)

PURCHASER - CITY OF CHESTERMERE

Per:  SHANNON DEAN, MAYOR

Per:  Kent Edney, CAO

(c/s)

SCHEDULE "A" – THE LANDS**Parcel 1****TITLE NUMBER:** 121 320 978 +5**OWNER IN FEE SIMPLE:** 645622 Alberta Ltd.**LEGAL DESCRIPTION:**

FIRST

MERIDIAN 4 RANGE 28 TOWNSHIP 24
SECTION 15ALL THAT PORTION OF THE NORTH EAST QUARTER
WHICH LIES SOUTH AND EAST OF ROAD DIVERSION
ON PLAN 1620 EZ AND WEST OF PARCEL 'A' ON
PLAN 7840 EUCONTAINING 7.05 HECTARES (17.41 ACRES) MORE OR LESS
EXCEPTING THEREOUT:

PLAN	NUMBER	HECTARES	ACRES
ROAD WIDENING	1565 LK	0.640	1.58
SUBDIVISION	9011561	0.954	2.36
ROAD	9210632	0.740	1.83

EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME

SECOND

MERIDIAN 4 RANGE 28 TOWNSHIP 24
SECTION 15ALL THAT PORTION OF THE SOUTH EAST QUARTER
WHICH LIES SOUTH EAST OF ROAD DIVERSION ON
PLAN 1620 EZ AND WEST OF CANAL RIGHT OF WAY
ON PLAN IRR. 86CONTAINING 53.2 HECTARES (131.47 ACRES) MORE OR LESS
EXCEPTING THEREOUT:

PLAN	NUMBER	HECTARES	ACRES
ROAD WIDENING	1565 LK	0.113	0.28
SUBDIVISION	9011561	8.70	21.5
SUBDIVISION	9011644	1.25	3.09
SUBDIVISION	9112058	5.01	12.4
ROAD	9210632	0.176	0.43
SUBDIVISION	1213518	0.355	0.88

EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME

THIRD

MERIDIAN 4 RANGE 28 TOWNSHIP 24
SECTION 15

ALL THAT PORTION OF THE SOUTH WEST QUARTER WHICH LIES SOUTH EAST OF THE SOUTH EASTERLY LIMITS OF THE PUBLIC ROADWAYS, ON PLAN IRR 86 AND 1620 EZ RESPECTIVELY EXCEPTING THEREOUT:

A) ALL THAT PORTION OF THE SOUTH WEST QUARTER DESCRIBED IN TRANSFER REGISTERED AS 8231 FC AND CERTIFICATE OF TITLE 59N183, CONTAINING 1.21 HECTARES (3 ACRES) MORE OR LESS

B) PLAN	NUMBER	HECTARES	ACRES
ROAD	1565LK	0.470	1.16
ROAD	9210632	1.883	4.65
SUBDIVISION	9311609	6.037	14.9
SUBDIVISION	9511908	0.024	0.059

EXCEPTING THEREOUT ALL MINES AND MINERALS

PERMITTED ENCUMBRANCES:

	Registration Number and Date	Type	Description
1	7420IT (08/11/1963)	UTILITY RIGHT OF WAY	Utility Right of Way granted to Calgary Power Ltd. (TransAlta) for the erection, installation, construction, operation, maintenance, inspection, patrol, removal, replacement, reconstruction, relocation and repair of its electrical transmission lines across the right-of-way.
2	791 190 568 (13/11/1979)	SURFACE RIGHTS BOARD ORDER	Order Granting Entry to Calgary Power Ltd. (TransAlta) to the surface of the land for the construction of a power transmission line, or for or incidental to the operation and removal of a power transmission line on the attached plan.
3	901 128 706 (23/05/1990)	CAVEAT Re: See Caveat	Caveat by the Summer Village of Chestermere Lake by virtue an agreement between the Summer Village of Chestermere Lake and Lakeside Greens Inc., dated March 7, 1989 regarding transfer and subdivision of the land and design and construction of a water supply system.
4	901 212 351 (16/08/1990)	UTILITY RIGHT OF WAY	General Utility Easement between Lakeside Greens Inc. and The Summer Village of Chestermere Lake, dated July 30, 1990, granting the municipality a right of way for the digging, putting down, taking up, relaying, connecting, disconnecting, constructing, repairing, replacing, maintaining, inspecting and operating, sewer, water, gas electrical transmission, telephone and telecommunication lines.
5	901 229 427 (07/09/1990)	UTILITY RIGHT OF WAY	General Utility Easement between Lakeside Greens Inc. and The Summer Village of Chestermere Lake, dated September 6, 1990, granting the municipality a right of way for the digging, putting down, taking up, relaying, connecting, disconnecting, constructing, repairing, replacing, maintaining, inspecting and operating, sewer, water, gas electrical transmission, telephone and telecommunication lines.
6	901 232 603 (12/09/1990)	UTILITY RIGHT OF WAY	Easement between Lakeside Greens Inc. and Canadian Western Natural Gas Company Limited granting an easement over, across, under and through a strip of land for the purpose of putting down, taking up, relaying, connecting, disconnecting, erecting,

			repairing, maintaining and operating a gas pipeline or pipelines.
7	911 059 349 (22/03/1991)	CAVEAT Re: Agreement Under Planning Act	Caveat pursuant to the December 20, 1990 Development Agreement between Lakeside Greens Inc. and the Summer Village of Chestermere Lake regarding the issuance of a development permit for the development of a golf course.
8	921 160 490 (02/07/1992)	CAVEAT Re: See Caveat	Caveat by The Summer Village of Chestermere Lake pursuant to a Development Agreement between Lakeside Greens Inc. and the Summer Village of Chestermere Lake dated June 9, 1992 regarding the issuance of a development permit for the development of Lakeside Greens Golf & Country Club.
9	931 066 099 (26/03/1993)	UTILITY RIGHT OF WAY	Waterline Easement for Existing Waterline between Lakeside Greens Inc. and The Summer Village of Chestermere Lake, dated March 15, 1993 granting a right of way for the digging, putting down, taking up, relaying, connecting, disconnecting, constructing, repairing, replacing, maintaining, inspecting and operating a water line.
10	931 086 597 (22/04/1993)	UTILITY RIGHT OF WAY	General Utility Easement between Lakeside Greens Inc. and Transalta Utilities Corporation, dated March 26, 1993 granting a right of way for the digging, putting down, taking up relaying, connecting, disconnecting, constructing, repairing, replacement, maintaining, inspecting and operating sewer, water, gas, electrical transmission, telephone and telecommunication lines, or any one or more of them.
11	931 206 533 (24/08/1993)	UTILITY RIGHT OF WAY	General Utility Easement between Lakeside Greens Inc. and Town of Chestermere, dated August 20, 1993 granting a right of way for the digging, putting down, taking up relaying, connecting, disconnecting, constructing, repairing, replacement, maintaining, inspecting and operating sewer, water, gas, electrical transmission, telephone and telecommunication lines, or any one or more of them.
12	931 206 571 (25/08/1993)	CAVEAT Re: Deferred Reserve	Deferred Reserve Caveat by the Calgary Regional Planning Commission, dated August 14, 1991.
13	951 176 163 (04/08/1995)	DISCHARGE OF UTILITY RIGHT OF WAY 901232603	Discharge of Utility Right of Way 912 232 603 (tab 6) in relation to a portion of the lands.
14	031 440 638 (19/12/2003)	SURFACE RIGHTS BOARD AMENDING ORDER	Order dated November 21, 2003 Amending Order No. C772/79, Instrument 791190568 (tab 2), striking out the words "Transalta Utilities Corporation" and substituting "Altalink Management Ltd." and striking out "Canadian Western Natural Gas Company Limited" and substituting "ATCO Gas and Pipelines Ltd.".
15	071 563 359 (16/11/2007)	UTILITY RIGHT OF WAY	Right of Way Agreement between Telus Communications Inc. and 645622 Alberta Ltd. dated May 17, 2004 granting right of way for the purpose of carrying, laying, constructing, maintaining, using, digging, putting down, taking up, relaying, connecting, disconnecting, repairing, replacing, removing, inspecting and operating conduits, cables, wires and transmission lines under over or across the right of way.
16	101 314 435 (26/10/2010)	CAVEAT RE: Amending Agreement	Caveat by AltaLink Management Ltd. by virtue of a Right of Way Amending Agreement between 645622 Alberta Ltd. and AltaLink Management Ltd. dated April 30, 2009, which amends

			annual compensation in relation to Instrument 7420IT (tab 1).
17	111 005 785 (07/01/2011)	CAVEAT RE: Amending Agreement	Caveat by AltaLink Management Ltd. by virtue of a Right of Way Amending Agreement between 645622 Alberta Ltd. and AltaLink Management Ltd. dated April 30, 2009, which amends annual compensation in relation to Instrument 791190568 (tab 2).
18	121 320 977 (06/12/2012)	CAVEAT RE: Restrictive Covenant Pursuant to MGA	Caveat by the Town of Chestermere by virtue of a Memorandum of Agreement between 645622 Alberta Ltd. and the Town of Chestermere, dated November 14, 2012 requiring the developer to maintain the lands in accordance with the map attached as Schedule "B" to the Agreement.
19	131 224 140 (06/09/2013)	ENCROACHMENT AGREEMENT	Encroachment Agreement between Douglas Day and Monica Day and 645622 Alberta Ltd. dated August 26, 2013 in relation to a retaining wall encroaching on the Vendor's land.
20	191 099 739 (28/05/2019)	CAVEAT RE: Lease Interest Under 20 Acres	Caveat by Rogers Communications Inc. by virtue of a Telecommunications Site Agreement (Lease) for a Telecommunications Tower covering less than 20 acres, dated April 11, 2019.

NON-PERMITTED ENCUMBRANCES:

	Registration Number and Date	Type	Description
1	951 154 478 (11/07/1995)	CAVEAT Re: Right of First Refusal , Etc.	Caveat by Lakeside Greens Golf & Country Club pursuant to a membership agreement between Lakeside Greens Golf & Country Club and 645622 Alberta Ltd., dated June 30, 1995. Membership agreement provides for a right of first refusal in the event of any intended sale of the lands, option to purchase the lands, rights of member to enter lands for the purpose of recreational activities.
2	071 037 452 (24/01/2007)	CAVEAT RE: Lease Option	Caveat by TM Mobile Inc. claiming an interest pursuant to an Option to Lease Agreement between 645622 Alberta Ltd. and TM Mobile Inc., The term appears to have expired Aug 4, 2007.
3	201 174 920 (29/09/2020)	CAVEAT RE: Agreement Charging Land	Caveat by Gary Cook. Claiming an interest in the amount of \$300,000.00 pursuant to an Agreement Charging Land Promissory Note, in writing from L.G. Golf Limited Partnership by its General Partner 645622 Alberta Ltd.
4	231 351 147 (15/11/2023)	CAVEAT RE: Right of First Refusal	Caveat by Lakeside Greens Golf & Country Club pursuant to a right of first refusal arising from an agreement., dated June 30, 1995 between 645622 Alberta Ltd. and Lakeside Greens Golf & Country Club. This caveat appears to duplicate in part Caveat 951154478.

Parcel 1**TITLE NUMBER:** 951 154 477**OWNER IN FEE SIMPLE:** 645622 Alberta Ltd.**LEGAL DESCRIPTION:**

ALL THAT PORTION OF THE SOUTH WEST QUARTER OF SECTION 15

IN TOWNSHIP 24
 RANGE 28
 WEST OF THE FOURTH MERIDIAN, DESCRIBED AS FOLLOWS:
 COMMENCING AT A POINT ON THE NORTH WESTERLY LIMIT OF A
 PUBLIC SURVEYED ROADWAY AS SAID ROADWAY IS ON PLAN IRR 86,
 DISTANT 1928 FEET SOUTH WESTERLY FROM THE EASTERLY LIMIT
 OF SAID QUARTER SECTION,
 THENCE SOUTH EASTERLY AND AT RIGHT ANGLES TO LAST MENTIONED
 COURSE 594 FEET,
 THENCE SOUTH WESTERLY AND PARALLEL WITH THE SAID NORTH
 WESTERLY LIMIT OF SAID ROADWAY 247.5 FEET,
 THENCE NORTH WESTERLY AND AT RIGHT ANGLES TO LAST
 MENTIONED COURSE 594 FEET MORE OR LESS TO THE NORTH
 WESTERLY LIMIT OF SAID ROADWAY,
 THENCE NORTH EASTERLY ALONG SAID NORTHERLY LIMIT OF SAID
 ROADWAY 247.5 FEET MORE OR LESS TO THE POINT OF
 COMMENCEMENT, CONTAINING 1.364 HECTARES (3.375 ACRES)
 MORE OR LESS

EXCEPTING THEREOUT:

PLAN	NUMBER	HECTARES	ACRES
ROAD	IRR86	0.154	0.375
ROAD	9210632	0.277	0.684
SUBDIVISION	9311609	0.413	1.02

EXCEPTING THEREOUT ALL MINES AND MINERALS

PERMITTED ENCUMBRANCES:

	Registration Number and Date	Type	Description
1	911 059 349 (22/03/1991)	CAVEAT RE: Agreement under Planning Act	Approval of the development permit for a golf course. Caveat pursuant to the agreement between Lakeside Greens Inc., and The Summer Village of Chestermere Lake, dated December 20 th , 1990.
2	991 303 567 (19/10/1999)	UTILITY RIGHT OF WAY	General Utility Easement between Lakeside Greens Inc and Town of Chestermere, dated August 30 th , 1999 granting a right of way for the digging, putting down, taking up, relaying, connecting, disconnecting, constructing, repairing, replacing, maintaining, inspecting and operating the utility line or lines.
3	121 320 977 (06/12/2012)	CAVEAT RE: Restrictive Covenant Pursuant to MGA	Caveat by the Town of Chestermere requiring the developer to maintain the lands in accordance with the map attached as Schedule "B" to the Agreement.

NON-PERMITTED ENCUMBRANCES:

	Registration Number and Date	Type	Description
1	951 154 478 (11/07/1995)	CAVEAT RE: Right of First Refusal	Caveat by Lakeside Greens Golf & Country Club pursuant to a membership agreement between Lakeside Greens Golf & Country Club and 645622 Alberta Ltd., dated June 30, 1995. Agreement provides for a right of first refusal in the event of any intended sale of the lands, option to purchase the lands, rights of member to enter lands for the purpose of recreational activities.
2	231 351 147 (15/11/2023)	CAVEAT RE: Right of First Refusal	Caveat by Lakeside Greens Golf & Country Club pursuant to the agreement between Lakeside Greens Golf & Country Club and 645622 Alberta Ltd., dated June 30, 1995. Agreement provides for a right of first refusal in the event of any intended sale of the lands, option to purchase the lands, rights of member to enter lands for the purpose of recreational activities.

SCHEDULE "B-1" - GOLF COURSE ASSETS

**[NTD: ASSET LIST SUBJECT TO FURTHER ADJUSTMENTS BASED ON DISCLOSURE BY
VENDOR]**

GOLF COURSE ASSETS – Non-Serial Numbered**Administration office**

Asset Description	Quantity
Computers and Monitors	3
Desks	3
Office Chairs	3
Filing Cabinets	3
Credenzas & Bookcases	4
Side Chairs	2
Sofas	2
Coffee Table	1
End Tables	4
Microwave	1
Coffee Table	1
Bakers Rack	1
Refrigerator	1
Servers - Main & Golf Now	2
Server Storage Cabinet	1
Safe	1
Hot Water Heaters	2
Various Furnaces & A/C Units	~

Pro Shop and Back Shop

Asset Description	Quantity
Computers and Monitors	3
POS Computers and Monitors	2
Desks	3
Office Chairs	3
Inkjet Printer	1
POS Receipt Printers	2
Credenzas & Bookcases	1
Arm Chairs (foyer)	2
Sofas	2
Microwave	1
Refrigerator	1
Safe	1
Various Display Racks, Tables and Hangers	~

Club Storage and Storage Room

Asset Description	Quantity
Bag Storage Racks	TBD
Workbench for VISW	TBD
Storage Units	6
Washing Machine	1
Dryer	1
Chest Freezer	2
Refrigerator / Freezer	1
Stacking Shelving Units	2

Locker Rooms

Asset Description	Quantity
Tiered Locker System	TBD
Bookshelf	1

Restaurant

Asset Description	Quantity
Computers and Monitors	1
Liquor Storage units	2
Storage shelf on wall	1
Storage Unit	1
Filing Cabinet	1
Touchscreen POS Terminals	4
Receipt Printers	4
Leather Armchairs	2
Leather Sofa	1
Table	1
Glass Tables	2
Various Planters	~
Various artwork	~
Convection Oven	1
Deep Fryer	3
36-inch Flat Top Grill	1
Char broiler	1
Fire Suppression System	1
Steam Table	1
Refrigerator Prep Tables	2
Salamander	1
Walk in Freezer	1
Walk in Refrigerator	1
Walk in Beer Cooler	1
Toasters	2
6-Burner Gas Range with Lower Oven	1
Steamer	1

Hatco Cook and Hold Oven	1
EuroDib Panini Press	1
6-foot Prep Tables	3
Globe Mixer	1
Various Mixing and Prep Bowls	~
Various Steam Table Inserts	~
8 Tap Draft Beer System	1
3 door Under Counter Refrigerator	1
12-inch Meat Sliver	1
Chafing Dishes, Roll Top	9
Bain Maire Serving Units	1
Hot Dog Roller Grill	1
Bun Warmer	1
Microwaves	2
Small Refrigerator	1
Round Banquet Tables	21
Stacking Chairs	150
6-foot Folding Tables	13
8-foot Folding Tables	3
High Top Tables and Chairs	13
5-foot Low Tables with Armchairs	9
BBQ	2
Banquet Room Cabinets	2
75-inch Television, Ceiling Mount	2
Ceiling Mounted TV Monitors	3
Sound System c/w Wireless Microphones	2
Pipe and Drape System	1

GOLF COURSE CONSUMABLES**INTD: TO BE PROVIDED BY VENDOR DURING DUE DILIGENCE PERIOD****GOLF COURSE MAINTENANCE ASSETS – Seral numbered Assets**

Equipment	Year Purchased	Serial Number	Original Purchase Price
TORO 3300 TRIFLEX	2022	412764005	\$ 56,183.00
TORO 3300 TRIFLEX	2017	316000423	\$ 41,510.00
TORO 3150Q	2016	315001086	\$ 40,800.00
11- Blade Cutting units (3)	2015	315001250,51,52	\$ 7,940.00
TORO 4500 D TIER 4	2022	412690475	\$ 111,826.00
TORO 4500 D TIER 4	2016	316000245	\$ 83,400.00
TORO Z- MASTER 7210 2007	2007	30365270000219	\$ 17,500.00
JOHNDEERE 7500A E	2017	1TC75EAVAGE030045	\$ 65,000.00

Lakeside Golf Club

JOHNDEERE 7500 A E - 2014	2024	TBD	\$ 33,333.00
JOHNDEERE 7500 E	2012	1TC75EHXCCT040052	\$ 57,390.00
EZGO 1200	2017	3225553	\$ 8,900.00
JOHN DEERE TX GATOR #1	2013	1MOTURFJECM070404	\$ 9,961.00
JOHN DEERE TX GATOR #2	2013	1MOTURFJCCM070498	\$ 9,961.00
CLUB CAR 272 #2	2010	Sg1042-139036	\$ 11,500.00
PRO - GATOR #1	2003	TC2030a040133	\$ 23,235.00
PRO-GATOR #2	2010	TC203AT030135	\$ 22,645.00
Model SR 2000 Professional Spreader	2024	C1601472	\$ 1,525.00
Bluebird Sodcutter	2023	225143444	\$ 7,860.00
Barber Sand Sifter	2023	8323530	\$ 24,250.00
TORO SANDPRO 5040	2022	TBD	\$ 43,200.00
JD Pro-Gator	2022	1TC202ATKNT140313	\$ 36,592.00
HD 300 SPRAYER	2022	1TC300GXENT110113	\$ 31,999.00
FDS 9200 TURF DETHATCHER	2021	TBD	\$ 5,750.00
Greens Iron 3900 Roller	2021	G3D212508	\$ 10,183.00
TRU-TURF ROLLER	2011	TBD	\$ 15,000.00
Coco Drag mat	2022	TBD	\$ 850.00
Buffalo Turbine CKB-4 Debris Blower	2017	23977	\$ 8,995.00
SGM INDUSTRIES Tb 220 Brush	2015	tb220-001318	\$ 5,500.00
JOHN DEERE 1200 a BUNKER RAKE	2014	1tc1200AJCT190301	\$ 13,500.00
TORO SANDPRO 5040	2007	27000-286	\$ 24,350.00
PRONOVOST TRAILER	2001	TBD	\$ 4,900.00
DAKOTA 410 TOPDRESSER	2010	410065009	\$ 15,995.00
DAKOTA C41070 REAR CONVEYOR	2010	TBD	\$ 1,995.00
686 FAIRWAY AERATOR	1997	TBD	\$ 7,350.00
JD AERECORE 1000	2002	M0100X025095	\$ 16,994.00
TC 125 HARVESTER	2003	TBD	\$ 11,540.00
LELY FERTILIZER SPREADER	2010	TBD	\$ 6,600.00
LAND PRIDE 05-15-48 SLIT SEEDER	2007	193586	\$ 1,600.00
EZGO TXT Electric Cart	2024	3378859	\$ 4,500.00
EZGO TXT Electric Cart	2024	3378761	\$ 4,500.00
EZGO TXT Electric Cart (Starter)	2024	TBD	\$ 4,500.00
EZGO TXT Electric Cart (Marshal)	2024	TBD	\$ 4,500.00
Yamaha Golf Cart (fleet)	2024	JW8-209304	\$ 4,500.00
Yamaha Golf Cart (fleet)	2024	JW8-209913	\$ 4,500.00
2014 Yamaha Cart	2022	JC2-106689	\$ 4,500.00
Yamaha Carts (3)	2022	TBD	\$ 4,500.00
2011 YAMAHA YDR All	2016	JW8-011-007T	\$ 3,800.00
2011 YAMAHA YDR All	2016	JW8-011-030T	\$ 3,800.00
2008 Ds CLUBCAR	2014	TBD	\$ 2,950.00
2008 Ds CLUBCAR	2014	TBD	\$ 2,950.00
2004 YAMAHA GMAX	2010	Juo-111520	\$ 3,500.00
2004 YAMAHA GMAX	2010	Juo-111523	\$ 3,500.00
2004 YAMAHA GMAX	2010	Juo-111526	\$ 3,500.00
2020 Kubota 4060HST	2020	46396	\$ 48,250.00
2008 KUBOTA 4740	2008	30135	\$ 34,450.00
JOHN DEERE 870	1991	M00878115095	\$ 20,000.00
CASE UNILOADER 1145	1992	JAF0079680	\$ 33,994.00
Stihl FS91R Brushcutter	2024	539025793	\$ 449.99
Stihl FS91R Brushcutter	2024	539025795	\$ 449.99

Lakeside Golf Club

Fieldsout TDR250 Soil Moisture Meter	2024	6250	\$ 1,900.00
Kubota Sweeper	2020	214919688	\$ 6,000.00
Kubota Blade	2020	21701611	\$ 4,870.00
Kubota Snow blower	2020	22015980	\$ 6,800.00
Stihl MS-271 Chainsaw	2021	529096553	\$ 569.95
Stihl BR 600 Blower	2021	527725959	\$ 699.00
Stihl FS91R Brushcutter	2019	515874528	\$ 500.00
Stihl Weed eater - FS 91	2017	511202818	\$ 480.00
ECHO LEAF BLOWER	2006	TBD	\$ 599.00
Lesco SS Spreader	2019	11	\$ 576.00
Snow Blower	2018	TBD	\$ 400.00
Beverage Cart	2019	TBD	\$ 19,000.00
Hydraulic Shop Press	2023	9081589	\$ 299.00
KARCHER K 1900 Pressure Washer	2022	11061112114	\$ 340.00
1/2 Ton electric Chain Hoist	2022	TBD	\$ 710.15
Foley 1000 Rapid Facer	2021	TBD	\$ 1,350.00
Foley 652 Accu-pro Grinder	2014	41065201377	\$ 38,995.00
Foley 672 Accu-pro bed knife Grinder	2014	41067201649	\$ 18,995.00
Golf-lift GI-1 lift Table	2014	UBL13C0080	\$ 1,725.00
Battery Charger -Schumacher SF3000	2013	TBD	\$ 299.00
20 FT STORAGE BIN # 2	2012	TBD	\$ 2,000.00
20 FT STORAGE BINS #1	2012	TBD	\$ 2,000.00
HEATER BAY 2	2011	TBD	\$ 1,300.00
HEATER BAY 1	2011	TBD	\$ 1,400.00
DRILL PRESS	TBD	TBD	\$ 350.00
GL9 GOLF LIFT	2005	4090169	\$ 8,300.00
WELDER	TBD	TBD	TBD
AIR COMPRESSOR	TBD	TBD	\$ 800.00
WATER HEATER # 1	1991	TBD	\$ 2,000.00
WATER HEATER #2	1991	TBD	\$ 2,000.00
Land Honor 3" Trash Pump	2024	0	\$ 300.75
Little Giant 2 Hp High Pressure Pump	2021	22720J2	\$ 927.00
Tsurumi High Head 10 hp pump	2018	B-1109421	\$ 6,569.00
Tru turf roller motor Honda GX 160	2018	GCBPT-2455625	\$ 1,200.00
TSURUMI 1/2 HP PUMP	2013	TBD	\$ 380.00
12v jet pump	2012	TBD	\$ 170.00
GENERATOR - 3000	2010	TBD	\$ 300.00
3" Honda GCAAK	2004	1072387	\$ -
3"YAMAHA YP30G	2000	170618	\$ 680.00
3"YAMAHA YP30G	2000	170331	\$ 680.00
PUMP #1 JOCKEY	2008	TBD	\$ 3,215.00
MOTOR #1 Jokey 30 hp	2017	S16979	\$ 4,350.00
#2 PUMP Berkeley 7TMH50-750	2021	21G707	\$ 4,140.00
MOTOR #2 Franklin 50 hp	2020	2366288125	\$ 5,540.00
Motor #3 50 Hp 6 inch submersible 575/3/60	2023	TBD	\$ 8,750.00
PUMP #3 Berkley BP-82957 pump	2013	BP-B82957	\$ 3,118.00
PM Pump 16S15-14	2020	10010014	\$ 860.00
PM Motor 1-1/2 575-3-60	2020	2345349403GS	\$ 650.00
Lynx Central	2020	TBD	\$ 5,677.00
Pumptronics System -variable speed drive	2014	TBD	\$ 37,500.00
ACS 550 Drive- 60hp 600 V -Speed drive#2	2018	TBD	\$ 7,988.00

Lynx Smart Satellite 32 Stn (7)	2020	TBD	\$ 40,450.00
Lynx Smart Satellite 48 Stn (4)	2020	TBD	\$ 33,740.00
Lynx Smart Satellite 32 Stn	2017	TBD	\$ 6,537.00
Lynx Smart Satellite 48 Stn	2017	TBD	\$ 7,194.00

GOLF COURSE INVENTORY

[NTD: TO BE PROVIDED BY VENDOR DURING DUE DILIGENCE PERIOD]

SCHEDULE "B-2" – EXCLUDED ASSETS

[NTD: TO BE PROVIDED BY VENDOR DURING DUE DILIGENCE PERIOD]

SCHEDULE "C" – GOLF COURSE CONTRACTS AND EQUIPMENT LEASES

[NTD: TO BE REVIEWED AND PROVIDED BY VENDOR DURING DUE DILIGENCE PERIOD]

SCHEDULE "D" – GOLF COURSE PERMITS

[NTD: TO BE REVIEWED AND PROVIDED BY VENDOR DURING DUE DILIGENCE PERIOD]

Protected B when completed

Part C – Election

For the eligibility requirements and exceptions that apply to this election, see page 3.

Enter the date the property was acquired by the recipient:

Year	Month	Day
_	_	_

Description of property acquired (if you need more space, attach a separate sheet of paper):

We, the **supplier** and **recipient** of a business or part of a business, jointly elect under subsection 167(1) of the *Excise Tax Act* to have the supply of the business or part of the business **not** be subject to **GST/HST**.

Enter the recipient's GST/HST reporting period in which the acquisition occurred:

Year	Month	Day	to	Year	Month	Day
_	_	_		_	_	_

Part D – Certification (recipient)

I certify that the information given on this form and in any attached document with respect to the person identified in Part A is correct and complete, and that I am the recipient or that I am authorized to sign on behalf of the recipient.

Name (print)	Title								
Telephone number	Extension	Signature	<table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="width: 20px; text-align: center;">Year</td> <td style="width: 20px; text-align: center;">Month</td> <td style="width: 20px; text-align: center;">Day</td> </tr> <tr> <td style="text-align: center;"> _ </td> <td style="text-align: center;"> _ </td> <td style="text-align: center;"> _ </td> </tr> </table>	Year	Month	Day	_	_	_
Year	Month	Day							
_	_	_							

Part E – Certification (supplier)

I certify that the information given on this form and in any attached document with respect to the person identified in Part B is correct and complete, and that I am the supplier or that I am authorized to sign on behalf of the supplier.

Name (print)	Title								
Telephone number	Extension	Signature	<table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="width: 20px; text-align: center;">Year</td> <td style="width: 20px; text-align: center;">Month</td> <td style="width: 20px; text-align: center;">Day</td> </tr> <tr> <td style="text-align: center;"> _ </td> <td style="text-align: center;"> _ </td> <td style="text-align: center;"> _ </td> </tr> </table>	Year	Month	Day	_	_	_
Year	Month	Day							
_	_	_							

Personal information is collected and used to administer or enforce Part IX of the *Excise Tax Act*, and related programs and activities including administering tax, rebates, elections, audit, compliance, and collection. The information collected may be disclosed to other federal, provincial, territorial, aboriginal or foreign government institutions to the extent authorized by law. Failure to provide this information may result in paying interest or penalties, or in other actions. Under the *Privacy Act*, individuals have a right of protection, access to and correction of their personal information, and to file a complaint with the Privacy Commissioner of Canada regarding the handling of their personal information. Refer to Personal Information Bank CRA PPU 241 on Info Source at canada.ca/cra-info-source.

General information

Who should fill out this form

Fill out this form with the supplier if you are the recipient of a supply of a business or part of a business and you want to make an election so that GST/HST does **not** apply on the supply, with some exceptions.

Note

Do not fill out this form if you are a recipient that is an SLFI for GST/HST or QST purposes or **both**, unless you are an SLFI only for GST/HST purposes and you want to make the election only for GST/HST purposes. Instead, fill out Form RC7244, *GST/HST and QST Elections Concerning the Acquisition of a Business or Part of a Business by a Recipient that is a Selected Listed Financial Institution*.

Eligibility

The supplier and the recipient can jointly make this election if they meet **all** of the following conditions:

- The supplier makes a supply of a business or part of it that was established or carried on by the supplier, or that was established or carried on by another person and acquired by the supplier.
- Under the agreement for the supply, the recipient acquires ownership, possession, or use of all, or substantially all, of the property necessary for the recipient to be capable of carrying on the business or part as a business.
- **One** of the following situations applies:
 - The supplier and the recipient are **both** registrants.
 - The supplier and the recipient are **both** non-registrants.
 - The supplier is a non-registrant and the recipient is a registrant.

Information you should provide in Part C as the description of the property acquired

List the land, building, equipment, inventory, road vehicles, intangibles such as goodwill, and any other property as defined on this page that has been acquired from the supplier. This list of property is likely described in the agreement between supplier and recipient.

The effect of this election

When **all** of the eligibility requirements are met and the election is made, GST/HST is **not** payable on the supply of any property or service that is considered to be made under the agreement for the supply of a business or part of a business, with some exceptions. As a result, the supplier does **not** have to collect and the recipient does **not** have to pay the GST/HST on the supplies, with the following exceptions:

- a taxable supply of a service to be rendered by the supplier
- a taxable supply of property by way of lease, licence or similar arrangement
- a taxable supply of real property by way of sale, if the recipient is **not** a registrant

Definitions

All or substantially all generally means 90% or more.

Business includes a profession, calling, trade, manufacture or undertaking of any kind whatsoever, whether the activity or undertaking is engaged in for profit. It also includes any activity done on a regular or continuous basis that involves the supply of property by way of lease, licence or similar arrangement, but does **not** include an office or employment.

Part of a business generally includes:

- an activity that may be a functionally and physically discrete operating unit
- an activity that supports or is related to the broader business but is organized as a separate activity, which is capable of operating on its own

The sale of individual assets of a business is **not** a supply of part of the business. For more information, see GST/HST Memorandum 14-4, *Sale of a Business or Part of a Business*.

Property means any property, whether real or personal, movable or immovable, tangible or intangible, corporeal or incorporeal, and includes a right or interest of any kind, a share and a chose in action, but does **not** include money.

Recipient of a supply of property or a service means:

- where consideration for the supply is payable under an agreement for the supply, the person who is liable under the agreement to pay that consideration
- where the above bullet does not apply and consideration is payable for the supply, the person who is liable to pay that consideration
- where no consideration is payable for the supply:
 - in the case of a supply of property by way of sale, the person to whom the property is delivered or made available
 - in the case of a supply of property otherwise than by way of sale, the person to whom possession or use of the property is given or made available
 - in the case of a supply of a service, the person to whom the service is rendered

Any reference to a person to whom a supply is made must be read as a reference to the recipient of the supply.

Registrant means a person that is registered or required to be registered for the GST/HST, but generally excludes a person that is registered or required to be registered under special rules applicable to digital economy businesses unless that person registered under those special rules begins carrying on business in Canada, requiring them to register under the regular rules that apply to most persons.

Supplier means the person making the supply (for example, the vendor).

Supply means the provision of property or a service in any way, including sale, transfer, barter, exchange, licence, rental, lease, gift, or disposition.

Where to send this form

A recipient who is a GST/HST registrant must send this form, with their GST/HST return for the reporting period in which the acquisition was made, to the address specified on the return. If you file your GST/HST return electronically, file this form electronically or send it to:

Sudbury Tax Centre
1050 Notre Dame Avenue
Sudbury ON P3A 5C2

When the supplier and recipient are **both** non-registrants, you do **not** need to send this form. Instead, the recipient must keep this form (or a copy) on file in case the CRA asks to see it.

If you need help

For more information, see GST/HST Memorandum 14-4, *Sale of a Business or Part of a Business*, go to canada.ca/gst-hst or call 1-800-959-5525.

To get the CRA forms and publications, go to canada.ca/gst-hst-pub.

SCHEDULE "F" – OPERATIONAL SERVICES AGREEMENT FORM

[NTD: TO BE DRAFTED]

SCHEDULE "G" – AS REQUIRED

AMENDMENT AGREEMENT

THIS AMENDING AGREEMENT made effective the 7 day of August, 2025.

BETWEEN:

L.G. GOLF LIMITED PARTNERSHIP
by its General Partner 645622 ALBERTA LTD.
(hereinafter referred to as the "Vendor")

AND:

THE CITY OF CHESTERMERE
(hereinafter referred to as the "Purchaser")

WHEREAS:

- A. The Vendor and Purchaser have entered into a Purchase and Sale Agreement dated May 30, 2025 (the "**Sale Agreement**") for purchase and sale of lands and assets as legally described therein; and
- B. The Purchaser and Vendor wish to amend the Sale Agreement.

THIS AGREEMENT WITNESSETH that in consideration of ONE (\$1.00) DOLLAR and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

- 1. Section 1.1 (h) of the Sale Agreement is repealed in its entirety and replaced with the following:
 - (h) "**Closing Date**" means on or before September 30, 2025;
- 2. All other terms and conditions of the Sale Agreement shall remain in full force and effect.
- 3. This Amendment Agreement may be executed in any number of counterparts, and may be delivered originally, by facsimile or by Portable Document Format ("**PDF**") and each facsimile or PDF copy, when so executed and delivered, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF the parties hereto have acknowledged, agreed to and duly and validly executed this Amendment Agreement as of the day and year first above written.

**VENDOR – L.G. GOLF LIMITED PARTNERSHIP
by its General Partner 645622 ALBERTA LTD.**

Per: Wym

Per: Darlene Fichte

(c/s)

PURCHASER - CITY OF CHESTERMERE

Per: K

Per: SP

(c/s)