

OFFER OF PURCHASE AND SALE (PARCEL 2)

BY AND BETWEEN:

ROBERT H ELLIOTT and DAVID B ELLIOTT
(the "**Vendors**")

AND

(the "**Purchaser**")

1. The Vendors agree to sell to the Purchaser and the Purchaser agrees to purchase from the Vendors the property legally described in the attached Schedule "A" (the "**Property**").
2. The Purchaser hereby offers to purchase the Property for the sum of the Closing Bid on the CLHbid.com auction taking place on December 1, 2021 being \$_____ (the "**Purchase Price** ").
3. The Purchaser agrees to submit on or before 4:30 pm on December 2, 2021 an executed copy of this Offer along with a Bank Draft or Electronic Bank Deposit in the sum of 20% of the Purchase Price made payable to Carter, Lock & Horrigan (the "**Deposit**"). The Deposit, upon payment, shall be unconditional and releasable to the Vendors.
4. The Purchase Price does not include Goods and Services Tax ("**GST**"). The Purchase Price will be subject, on the Closing Date, to the addition of GST which shall be paid by the Purchaser to the Vendors on the entire Purchase Price. Alternatively, in the event the Purchaser represents and warrants to the Vendors that the Purchaser is a registrant under the *Excise Tax Act* (Canada) and provides the Vendors with their GST registration number prior to the Closing Date together with a GST indemnity then the Purchaser may account directly to Canada Revenue Agency for the GST payable on this transaction without paying same to the Vendors.
5. The Purchase Price shall be paid in full on or before December 21, 2021 (the "**Closing Date**").
6. Possession of the Property will be subject to Purchaser paying closing funds on the Closing Date to the Vendors' Lawyer ("**Possession Date**").
7. All money owing to the Vendors shall be paid to the Vendors' lawyer on or before 12:00 noon on the Closing Date. Any monies received after 12:01 pm shall be deemed to have been received on the next business day. If the Vendors agree to accept monies after the Closing Date, the Purchaser shall pay interest at a rate of 7% per annum on any money owing to the Vendors as at the Closing Date, from the Closing Date until that money has been paid.

8. The Vendors' Lawyer will deliver normal closing documents to the Purchaser's Lawyer upon reasonable conditions consistent with the terms of this Offer.
9. The Purchaser hereby acknowledges that if registration of the transfer documents, and Purchaser financing, if any, cannot be registered by the Closing Date due to Alberta Land Titles registration timeline delays then the Purchaser shall obtain a title insurance policy to avoid delays past Closing Date at their expense.
10. All normal adjustments for the Property including but not limited to surface leases, taxes, municipal utility charges, and interest shall be adjusted as at noon on the Closing Date. The Purchaser acknowledges that the land rental payments regarding the crop will be excluded from the said adjustments.
11. The Purchaser agrees to pay a transaction fee equal to 1.25% of the Purchase Price plus GST (the "**Transaction Fee**"). The Transaction Fee will appear on the Statement of Adjustments as provided to the Purchaser's lawyer.
12. The Property shall be free and clear of any financial encumbrances attributable to the Vendors. The Property may be subject to all non-financial encumbrances now on title such as easements, utility right of ways and covenants and conditions registered against the Property.
13. The Purchaser has inspected the Property and agrees that the Vendors have not made any representation, warranty, collateral agreement or condition regarding the Property or any adjacent land or lands in close proximity to the Property or otherwise which may in any way directly or indirectly affect the Property or regarding this Offer other than what is written herein.
14. The Vendors represent and warrant to the Purchaser that:
 - (a) They are not now (nor will be within 60 days after Possession Date) a non-resident of Canada within the meaning of the *Income Tax Act* (Canada);
 - (b) They are not agents or trustees of anyone with an interest in the property who is (or will be 60 days after Possession Date) a non-resident of Canada within the meaning of the *Income Tax Act* (Canada); and
 - (c) They have the legal right to sell the Property.
15. The parties hereto agree that the representations, warranties, and covenants herein shall not merge by the acceptance of documents, registration of documents, or the taking of possession by the Purchaser.
16. Upon this Offer being accepted by the Vendors, this document shall, as of the date of such acceptance, constitute an agreement of sale and purchase, notwithstanding the fact that formal documents may be required and the Purchaser and Vendors both agree to promptly execute and deliver all necessary documents and do all necessary acts in order to fully carry out and perform the true intent and object of these presents.

17. This Offer shall be open for acceptance up to but not after 4:30 pm on December 3, 2021 and may be accepted by PDF email to the Purchaser.
18. Time shall be of the essence in this Offer.
19. In this Offer, the masculine gender and the singular shall be construed as the feminine gender and the plural where the context so requires. This Offer shall enure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.
20. The Agreement may be executed in several counterparts bearing PDF, electronic, or facsimile signatures, each of which so executed shall be deemed to be an original, and such counterpart together shall constitute one and the same instrument.

Dated at _____, in the Province of Alberta, on this ____ day of December, 2021.

PURCHASER

PURCHASER

Purchaser's Lawyer:

Firm: _____

Attention: _____

Address: _____

Phone: _____

Email: _____

ACCEPTANCE

The undersigned Vendors of the Property, hereby accepts the Offer and agree to complete the sale on the terms and conditions in the Offer and should the Vendors fail to do so, the Purchaser at his/her/their option may cancel this Offer and may take such other remedies the Purchaser has at law.

Dated at _____, in the Province of Alberta, on this ____ day of December, 2021.

ROBERT H ELLIOTT

DAVID B ELLIOTT

Vendors' Lawyer:

Firm: CLHLaw

Attention: M. Roy Carter, Q.C.

Address: #200, 9803 – 101 Avenue, Grande Prairie, AB T8V 0X6

Phone: 1-780-532-8350

Email: roy@clhlaw.ca

OFFER SCHEDULE "A"

MERIDIAN 6 RANGE 6 TOWNSHIP 77
SECTION 31
QUARTER NORTH WEST
EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME
AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS