

OFFER OF PURCHASE AND SALE FOR THE EN BLOC

BY AND BETWEEN:

JOANNE HANSEN

As Personal Representative for the Estate of Martin Hansen

(the "**Vendor**")

AND

(the "**Purchaser**")

1. The Vendor agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Vendor 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 (for Parcels 1-5) on the CLHbid.com auction taking place on March 7th, 2022 plus the final 'en bloc' premium bid totaling \$_____ and calculated as set out on Schedule "B" (the "**Purchase Price**").
3. The Purchaser agrees to submit on or before 4:30 pm on March 8th, 2022 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 Vendor.
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 Vendor on the entire Purchase Price. Alternatively, in the event the Purchaser represents and warrants to the Vendor that the Purchaser is a registrant under the *Excise Tax Act* (Canada) and provides the Vendor 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 Vendor.
5. The Purchase Price shall be paid in full on or before August 15th, 2022 (the "**Closing Date**").
6. Possession of the Property will be subject to Purchaser paying closing funds on the Closing Date to the Vendor's Lawyer ("**Possession Date**").
7. All outbuildings and flat bottom bins located on Parcel 2 form part of the sale.

8. The Purchaser acknowledges that the hopper bottom bins located on Parcel 2 have been sold by private treaty and they shall have until June 1st, 2022 to remove. Should the hopper bottom bins not be removed by June 1st, 2022 they are said to form part of the Property and shall remain with the Purchaser of the Property.
9. All money owing to the Vendor shall be paid to the Vendor's 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 Vendor agrees 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 Vendor as at the Closing Date, from the Closing Date until that money has been paid.
10. The Vendor's Lawyer will deliver normal closing documents to the Purchaser's Lawyer upon reasonable conditions consistent with the terms of this Offer. The Purchaser must have a reasonable period of time before the Closing Date to confirm registration of documents at the Land Titles Office and to obtain the advance of proceeds for any financing or other value.
11. All normal adjustments for the Property including but not limited to leases, taxes, municipal utility charges, and interest shall be adjusted as at noon on the Closing Date. 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 Vendor. 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 Vendor has 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 Vendor represents and warrants to the Purchaser that:
 - (a) She is 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) She is not an agent or trustee 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) She has 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 Vendor, 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 Vendor 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 the 9th day of March, 2022 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 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 March, 2022.

Witness:

PURCHASER

Witness:

PURCHASER

Purchaser's Lawyer:

Firm: _____

Attention: _____

Address: _____

Phone: _____

Email: _____

ACCEPTANCE

The undersigned Vendor of the Property, hereby accepts the Offer and agrees to complete the sale on the terms and conditions in the Offer and should the Vendor fail to do so, the Purchaser at his 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 March, 2022.

JOANNE HANSEN

*As Personal Representative for the
Estate of Martin Hansen*

Vendor's Lawyer:

Firm: Carter, Lock & Horrigan

Attention: M. Roy Carter, Q.C.

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

Phone: 1-780-532-8350

Email: roy@clhlaw.ca

OFFER SCHEDULE "A"

PARCEL 1

THE SOUTH EAST QUARTER OF SECTION SIX (6)
TOWNSHIP FORTY TWO (42)
RANGE ONE (1)
WEST OF THE FIFTH MERIDIAN
CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS.
EXCEPTING THEREOUT:

A) 0.405 HECTARES (1.00 ACRE) MORE OR LESS FOR ROAD PLAN 147MC.

B) ALL THAT PORTION DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST BOUNDARY OF THE SAID QUARTER SECTION WITH THE NORTH LIMIT OF ROAD PLAN 147MC, THENCE WESTERLY ALONG THE NORTH LIMIT ONE HUNDRED AND TWENTY TWO (122) METRES; THENCE NORTHERLY AND AT RIGHT ANGLES THERETO ONE HUNDRED AND EIGHTY THREE (183) METRES; THENCE EASTERLY AND PARALLEL WITH THE NORTH LIMIT TO A POINT ON THE EAST BOUNDARY; THENCE SOUTHERLY ALONG THE EAST BOUNDARY TO THE POINT OF COMMENCEMENT, CONTAINING 2.23 HECTARES (5.52 ACRES) MORE OR LESS.
EXCEPTING THEREOUT ALL MINES AND MINERALS

PARCEL 2

DESCRIPTIVE PLAN 9624171
BLOCK 1
LOT 1
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 2.24 HECTARES (5.54 ACRES) MORE OR LESS

THE NORTH EAST QUARTER OF SECTION THIRTY ONE (31)
TOWNSHIP FORTY ONE (41)
RANGE ONE (1)
WEST OF THE FIFTH MERIDIAN
CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS
EXCEPTING THEREOUT: HECTARES (ACRES) MORE OR LESS
A) PLAN 147 MC - ROAD 0.405 1.00
B) PLAN 9624171 - DESCRIPTIVE 2.24 5.34
EXCEPTING THEREOUT ALL MINES AND MINERALS

THE NORTH WEST QUARTER OF SECTION THIRTY ONE (31)
TOWNSHIP FORTY ONE (41)
RANGE ONE (1)
WEST OF THE FIFTH MERIDIAN
CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS
.
EXCEPTING THEREOUT:

0.405 HECTARES (1 ACRE) MORE OR LESS FOR ROAD AS
SHOWN ON ROAD PLAN 147MC
EXCEPTING THEREOUT ALL MINES AND MINERALS

PARCEL 3

MERIDIAN 5 RANGE 1 TOWNSHIP 41
SECTION 32
THE NORTH WEST QUARTER
CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS
EXCEPTING THEREOUT: HECTARES (ACRES) MORE OR LESS
A) PLAN 147MC - ROAD 0.405 1.00
B) PLAN 9021879 - DESCRIPTIVE 1.72 4.25
EXCEPTING THEREOUT ALL MINES AND MINERALS

PARCEL 4

THE NORTH EAST QUARTER OF
SECTION NINETEEN (19)
TOWNSHIP FORTY ONE (41)
RANGE ONE (1)
WEST OF THE FIFTH MERIDIAN,
CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS
EXCEPTING THEREOUT: 0.040 HECTARES (0.10 OF AN ACRE)
MORE OR LESS, TAKEN FOR RIGHT OF WAY OF THE LACOMBE
AND NORTH WESTERN RAILWAY AS SHOWN ON RAILWAY PLAN
982CL
EXCEPTING THEREOUT ALL MINES AND MINERALS

THE SOUTH EAST QUARTER OF SECTION NINETEEN (19)
TOWNSHIP FORTY ONE (41)
RANGE ONE (1)
WEST OF THE FIFTH MERIDIAN,
CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS.
EXCEPTING THEREOUT: HECTARES (ACRES) MORE OR LESS
A) PLAN 982CL - RAILWAY 2.77 6.84
B) PLAN 2322JY - ROAD 3.41 8.42
C) ALL THAT PORTION WHICH LIES TO THE SOUTH WEST OF ROAD PLAN 2322JY,
CONTAINING 13.58 33.56
EXCEPTING THEREOUT ALL MINES AND MINERALS

PARCEL 5

MERIDIAN 5 RANGE 1 TOWNSHIP 41

SECTION 20

QUARTER SW

CONTAINING 64.7 HECTARES(160 ACRES) MORE OR LESS

EXCEPTING THEREOUT:

HECTARES (ACRES) MORE OR LESS

A) PLAN 8921286 DESCRIPTIVE 2.37 5.86

EXCEPTING THEREOUT ALL MINES AND MINERALS

OFFER SCHEDULE "B"

PARCEL & SHORT LEGAL DESCRIPTION	HIGH BID AMOUNT
PARCEL 1 SE 6 42 1 W5TH	\$ _____
PARCEL 2 Plan 9624171 Block 1 Lot 1 and N ½ 31 41 1 W5TH	\$ _____
PARCEL 3 NW 32 41 1 W5TH	\$ _____
PARCEL 4 E ½ 19 41 1 W5TH	\$ _____
PARCEL 5 SW 20 41 1 W5TH	\$ _____
EN BLOC PREMIUM BID	\$ _____
TOTAL PURCHASE PRICE	\$ _____