

## RIGHT OF FIRST REFUSAL AGREEMENT

AGREEMENT dated as of this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

BETWEEN:

**ROBERT HENRY HARTELL & BEVERLY YVONNE HARTELL**  
(the "Owner")

OF THE FIRST PART

- and -

\_\_\_\_\_  
(the "Purchaser")

OF THE SECOND PART

WHEREAS:

- A. The Owner is, or is about to become, the registered owner of the lands and premises situate in Wheatland County, in the Province of Alberta, more particularly described as:

**PLAN 1910184  
BLOCK 3  
LOT 1  
EXCEPTING THEREOUT ALL MINES AND MINERALS  
AREA: 8.361 HECTARES (20.66 ACRES) MORE OR LESS**

(which, together with all improvements now or hereafter constructed on the lands, is hereafter referred to as the "**Property**");

- B. The Owner wishes to grant to the Purchaser a right of limited first refusal (the "**ROFR**") for arm's length sales with respect to the Property,

IT IS WITNESSED that for mutual consideration:

1. If at any time the Owner receives a bona fide third-party arm's length offer, to purchase the Property by private sale, which the Owner is willing to accept (the "**Offer**"), the Owner shall immediately notify the Purchaser in writing (the "**Notice**") that such Offer has been received and shall deliver with the Notice a copy of the Offer.

Any sales by public auction, public tender or real estate MLS advertised listings do are not considered private sales for the purposes of this ROFR. In the case of the latter, the ROFR shall lapse if sold by public auction, public tender or real estate MLS listing and the transferee shall not be bound by any ROFR. The ROFR shall not apply to non-arm's length transfers.

2. The Notice shall be deemed to constitute an offer by the Owner to sell the Property to the Purchaser for a purchase price as stated in the Offer.
3. Upon receipt of the Notice, the Purchaser shall have the exclusive first right and option, exercisable up to and including but not after the fifteenth (15<sup>th</sup>) day (the "**Expiry Date**") following receipt of the Notice, to purchase the Property and in which to deliver to the Owner:
  - a) written notice (the "**Acceptance**") that the Purchaser wishes to purchase the Property on the terms and conditions as set forth in the Offer; and

- b) evidence that the Purchaser has paid to its solicitors, as escrow agents, an amount that is equal to the deposit under the Offer.
- 4. Upon receipt by the Owner of the Acceptance and evidence of the deposit pursuant to section 3, a binding contract of purchase and sale for the Property shall be deemed to be formed between the Owner and the Purchaser, which contract shall contain the price and terms contained in the Offer and be completed in the manner contemplated by the Offer.
- 5. If the Owner does not receive the Acceptance and evidence of the deposit being made by the Purchaser within the period of time and in the manner specified in section 3, then the Owner shall be entitled to complete the sale to the third party in strict accordance with the material terms and conditions set forth in the Offer. If, however, such sale is not so completed, then a subsequent sale of the Property to any person may be made only if all the requirements of this Agreement are again complied with and the ROFR contained in this Agreement shall survive and continue in full force and effect and the Owner shall continue to be bound by the provisions of this Agreement.
- 6. Any notice, demand or request which any party shall give to the other party shall be in writing and shall be sufficiently given if delivered to the parties at the following addresses:

In the case of the Owner at:     Robert Hartell & Beverly Hartell  
    Box 41, Site 8, RR 1  
    Strathmore, Alberta, T1P 1J6

With a copy to:                         CLH Law  
    #200, 9803 – 101 Avenue  
    Grande Prairie, Alberta, T8V 0X6  
  
    Attention: M. Roy Carter, Q.C.

And in the case of the  
 Purchaser at:                             \_\_\_\_\_

With a copy to:                         \_\_\_\_\_

   \_\_\_\_\_

   \_\_\_\_\_

   Attention: \_\_\_\_\_

Or at such other address as either party may specify in writing to the other. The timing of giving and receiving any such notice will be deemed to be on the day of delivery.

- 7. The Owner and the Purchaser agree that a Caveat supporting this ROFR will not be registered at Alberta Land Titles. Any registration of a Caveat in contravention of this shall void this ROFR.
- 8. This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and assigns.

*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK  
 SIGNATURE PAGE FOLLOWS*

IN WITNESS OF WHICH the parties have executed this Agreement on the date first written above.

**OWNER:**

	)	
	)	
	)	
	)	_____
	)	<b>ROBERT HENRY HARTELL</b>
_____	)	
Witness to both signatures	)	_____
	)	<b>BEVERLY YVONNE HARTELL</b>
	)	
	)	

**PURCHASER:**

	)	
	)	
	)	
	)	_____
	)	
_____	)	
Witness:	)	
	)	_____
	)	
	)	

**AFFIDAVIT OF EXECUTION**

CANADA )  
 )  
PROVINCE OF ALBERTA )  
 )  
TO WIT: ) MAKE OATH AND SAY:

- 1. I was personally present and did see **ROBERT HENRY HARTELL & BEVERLY YVONNE HARTELL** named in the within instrument, who on the basis of identification provided to me, I believe to be the persons named in the within instrument, duly sign the instrument.
- 2. That the same was executed at \_\_\_\_\_, in the Province of Alberta, and that I am the subscribing witness thereto.
- 3. I believe each person whose signature I witnessed is at least eighteen (18) years of age.

SWORN BEFORE ME at )  
\_\_\_\_\_, in the )  
Province of Alberta, this \_\_\_\_ day of )  
\_\_\_\_\_ A.D. 2021. )  
 )  
 )  
\_\_\_\_\_ )

\_\_\_\_\_

A Commissioner for Oaths in and  
for the Province of Alberta

**AFFIDAVIT OF EXECUTION**

CANADA ) I, \_\_\_\_\_,  
 ) of \_\_\_\_\_,  
PROVINCE OF ALBERTA ) in the Province of Alberta,  
 )  
TO WIT: ) MAKE OATH AND SAY:

1. I was personally present and did see \_\_\_\_\_  
named in the within instrument, who on the basis of identification provided to me, I believe to  
be the person(s) named in the within instrument, duly sign the instrument.
2. That the same was executed at \_\_\_\_\_, in the Province of Alberta,  
and that I am the subscribing witness thereto.
3. I believe each person whose signature I witnessed is at least eighteen (18) years of age.

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Province of Alberta, this \_\_\_\_ day of )  
\_\_\_\_\_ A.D. 2021. )  
 )  
 )  
\_\_\_\_\_ )

\_\_\_\_\_

A Commissioner for Oaths in and  
for the Province of Alberta