

## **OFFER OF PURCHASE AND SALE**

BY AND BETWEEN:

**TERRY J. RUGGLES and DOREEN RUGGLES**  
(the "Vendor")

AND

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(the "Purchaser")

1. The Vendor agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Vendor the Grazing Licence further described in 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 July 18, 2022 being \$\_\_\_\_\_ (the "Purchase Price").
3. The Purchaser agrees to submit on or before 4:30 pm on July 19, 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.
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 22, 2022 (the "Closing Date")
6. **The Vendor and the Purchaser agree that there will not be a holdback pending the delay in Alberta Sustainable Resources registering the formal assignment of the Grazing Licence. Prior to the Closing Date, as part of the closing documents the Vendor shall provide the Purchaser's Lawyer a duly executed formal assignment of the Grazing Licence along with an executed interim agreement for use of the Grazing Licence pending registration of the formal assignment.**
7. Possession of the Grazing Licence will be made available following receipt of confirmation from Alberta Sustainable Resources with respect to the interim use on the Grazing Licence (the "Possession Date").

8. 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.
9. The Vendor's Lawyer will deliver normal closing documents to the Purchaser's Lawyer upon reasonable conditions consistent with the terms of this Offer.
10. All normal adjustments for the Property including but not limited to taxes, surface leases, municipal utility charges, and interest shall be adjusted as at noon on the Closing Date.
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 Purchaser acknowledges the Assignment Fee payable to Alberta Sustainable Resources for the Grazing Licence shall be the sole responsibility of the Purchaser.
13. The Purchaser acknowledges the annual rental fee and annual property taxes issued past the Closing Date for the Grazing Licence will be paid by the Purchaser.
14. 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.
15. The Vendor represents and warrants to the Purchaser that:
  - (a) They are not now (nor will be within 60 days after possession date) non-residents of Canada within the meaning of the *Income Tax Act* (Canada); and
  - (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) non-residents of Canada within the meaning of the *Income Tax Act* (Canada).
16. 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.
17. 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.

18. This Offer shall be open for acceptance up to but not after 4:30 pm on the 20<sup>th</sup> day of July, 2022 and may be accepted by PDF email to the Purchaser.
19. Time shall be of the essence in this Offer.
20. 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.
21. 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 July, 2021.

\_\_\_\_\_  
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 July, 2021.

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
**TERRY J. RUGGLES**

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
**DOREEN RUGGLES**

Vendor's Lawyer:

Firm: CLH Law

**Attention: M. Roy Carter, Q.C.**

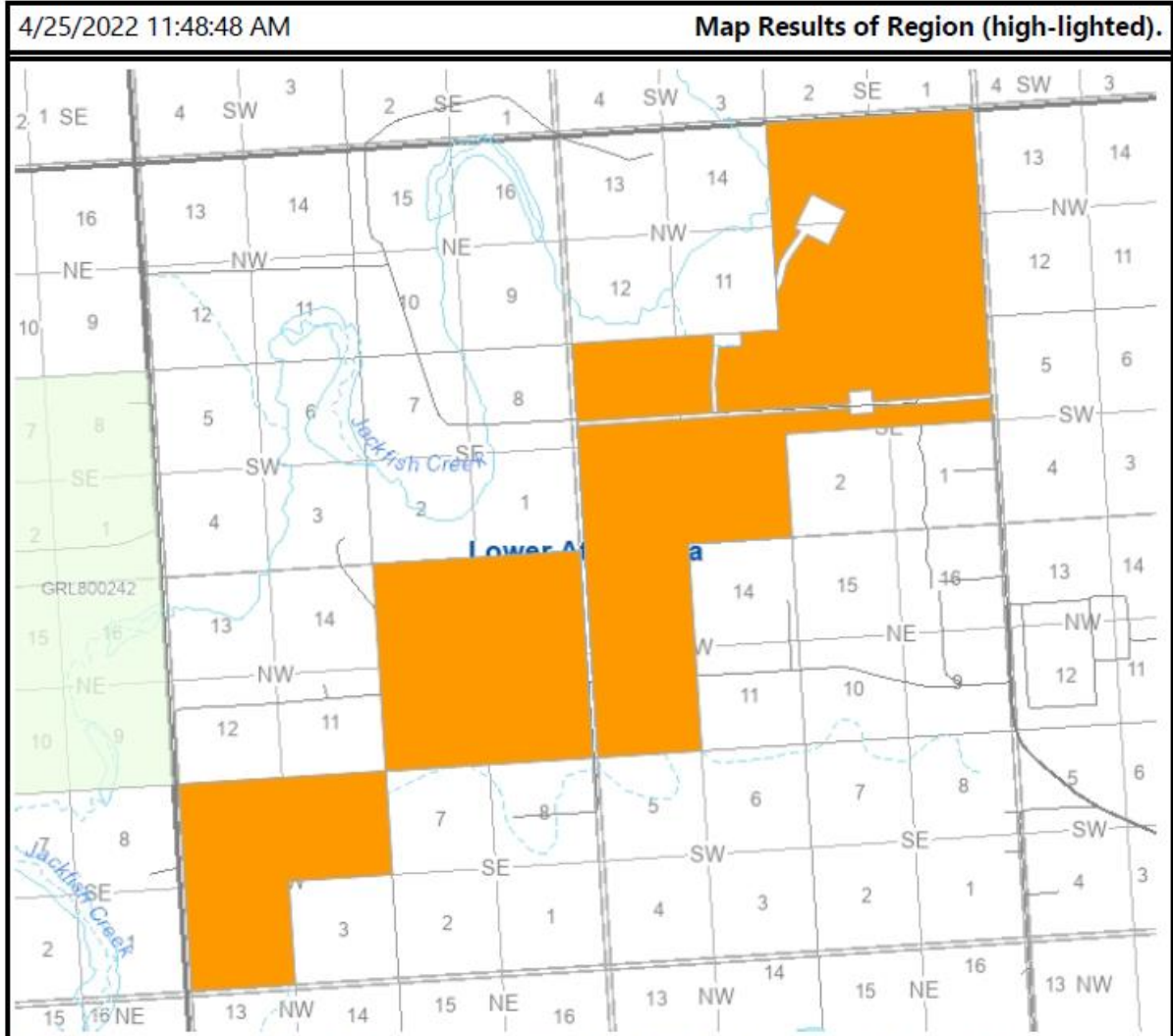
Address: #200, 9803 – 101 Avenue, Grande Prairie, AB

Phone: 1-780-532-8350

Email: roy@clhlaw.ca

# OFFER SCHEDULE "A"

LICENCE NUMBER: FGL950020



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This preview image uses the first feature discovered in the 'Recreational Access Grazing Boundary Boundary' layer.

When this feature map definition is used in a report, not all feature maps will look exactly the same as the preview shown.