

OFFER OF PURCHASE AND SALE

BY AND BETWEEN:

PHILIP VAN STRYLAND & JOANNE VAN STRYLAND

(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 on the CLHbid.com auction taking place on September 20, 2022 being \$_____ (the "**Purchase Price**") and be payable as follows:

\$ _____ 20% Deposit paid to the Vendor's Lawyer further described in Section 3.

\$ _____ 80% balance payable, subject to adjustments and Transaction Fee, payable on or before the Closing Date to the Vendor's Lawyer

\$ _____ **PURCHASE PRICE**

3. The Vendor and the Purchaser agree that the Purchase Price shall be allocated as follows:

\$ _____ House and Yard (25% of the Purchase Price)

\$ _____ Farm Buildings (7.5% of the Purchase Price)

\$ _____ Grazing Leases (5% of the Purchase Price)

\$ _____ Balance of the land (62.5% of the Purchase Price)

\$ _____ **PURCHASE PRICE**

4. The Purchaser agrees to submit on or before 4:30 pm on September 21, 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.
5. 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.
6. The Purchase Price shall be paid in full on or before October 25, 2022 (the "**Closing Date**") with no holdback pending the delay in Alberta Sustainable Resources registering the formal assignment of Grazing Leases.
7. Possession of the deeded land will be subject to the Purchaser paying closing funds on the Closing Date. In addition to the closing funds, possession of the Grazing Leases will be made available upon receipt of confirmation from Alberta Sustainable Resources with respect to the interim use (the "**Possession Date**").
8. Chattels that form part of the sale include the complete livestock water system, cattle and elk handling equipment located in the sorting pens, all electric fences including the power fencer and appliance in the home.
9. The Purchaser acknowledges that the Solar System (which consists of a Micro Generator and 10 kilowatt panels and frame) is excluded from the sale. The Vendor has agreed to include the set up for an additional \$27,000. Should the Purchaser wish to exercise this option, same will need to be done by way of email to the Vendor's Lawyer on or before 4:30 pm on September 21, 2022.
10. 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.
11. The Vendor's Lawyer will deliver normal closing documents, including duly executed formal assignments of Grazing Lease along with executed interim agreements for use of the Grazing Leases pending registration of the formal assignments, to the Purchaser's Lawyer upon reasonable conditions consistent with the terms of this Offer. The Purchaser shall pay all costs relating to registration of the Transfer of Land and Assignment of Grazing Leases.

12. 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.
13. All normal adjustments for the Property including but not limited to surface leases, taxes, rent, 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.
14. 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.
15. The Purchaser acknowledges that the Assignment Fee payable to Alberta Sustainable Resources shall be the sole responsibility of the Purchaser.
16. The Purchaser further acknowledges that the annual rental fee and annual property taxes issued past the Possession Date will be paid by the Purchaser.
17. 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.
18. 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.
19. The Vendor represents and warrants 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.
20. 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.

21. 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.
22. This Offer shall be open for acceptance up to but not after 4:30 pm on September 22, 2022 and may be accepted by PDF email to the Purchaser.
23. Time shall be of the essence in this Offer.
24. 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.
25. 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 September, 2022.

PURCHASER

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/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 September, 2022.

PHILIP VAN STRYLAND

JOANNE VAN STRYLAND

Vendor's 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 5 RANGE 12 TOWNSHIP 54
SECTION 3
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

MERIDIAN 5 RANGE 12 TOWNSHIP 54
SECTION 10
ALL THAT PORTION OF THE NORTH WEST QUARTER
LYING TO THE SOUTH AND WEST OF THE SOUTH WESTERLY LIMIT
OF A RAILWAY RIGHT OF WAY AS SHOWN ON PLAN 3939U
CONTAINING 43.1 HECTARES (106.57 ACRES) MORE OR LESS.
EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME

DESCRIPTIVE PLAN 9621381
LOT 1
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 145.9 HECTARES (360.53 ACRES) MORE OR LESS

MERIDIAN 5 RANGE 12 TOWNSHIP 54
SECTION 4
QUARTER SOUTH EAST
EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME
AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS

MERIDIAN 5 RANGE 12 TOWNSHIP 54
SECTION 3
QUARTER SOUTH WEST
EXCEPTING THEREOUT ALL MINES AND MINERALS AND THE RIGHT TO WORK THE
SAME AS SET FORTH IN NOTIFICATION 19550
AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS

Continued...

MERIDIAN 5 RANGE 12 TOWNSHIP 54
SECTION 10
QUARTER SOUTH WEST
EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME
AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS

GRAZING LEASES

Disposition Number: GRL36849

Disposition Number: GRL970098
(standing solely in the name of Philip Van Stryland)