

OFFER OF PURCHASE AND SALE FOR PARCEL 5

BY AND BETWEEN:

JEREMY DEAN GRABAS
(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 July 26, 2023 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**
 - \$ _____ Transaction Fee payable at 1.25% + GST on the Purchase Price and in addition to the Purchase Price will be paid with closing funds on the Closing Date by the Purchaser and their lawyer to the Vendor's Lawyer
3. The Purchaser agrees to submit on or before 4:30 pm on July 27, 2023 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 & Horgan (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 25, 2023 (the "**Closing Date**").
6. Possession of the Property will be subject to the following:
 - (a) The Purchaser paying closing funds on the Closing Date to the Vendor's Lawyer; and
 - (b) The existing tenant removing the 2023 crop, cattle and bales until the end of the 2023 season. Should the existing tenant be unable to complete harvest and removal of crop in 2023 due to weather, they shall have the right to harvest and removal of the 2023 crop until May 12, 2024. (the "**Possession Date**").
7. The Purchaser shall have access to the Property, subject to the Purchaser paying closing funds on the Closing Date to the Vendor's Lawyer, for the sake of hunting provided that they maintain respect for any crops and/ or livestock remaining on the Property.
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. 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.
11. 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.
12. The Purchaser agrees to pay a transaction fee equal to 1.25% of the Purchase Price plus GST (the "**Transaction Fee**") in addition to the Purchase Price. The Transaction Fee will appear on the Statement of Adjustments as provided to the Purchaser's Lawyer.
13. 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.
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) He 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) He 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) He has the legal right to sell the Property.
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 July 28, 2023 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, 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 July, 2023.

PURCHASER

PURCHASER

**TO BE EXECUTED BY HIGH
BIDDER POST SALE ONLY**

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 July, 2023.

JEREMY DEAN GRABAS

Vendor's Lawyer:

Firm: CLHLaw

Attention: M. Roy Carter, K.C.

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

Phone: 1-780-532-8350

Email: roy@clhlaw.ca

OFFER SCHEDULE "A"

THE NORTHEAST QUARTER OF SECTION TWENTY-TWO (22)
TOWNSHIP FIFTY-TWO (52)
RANGE TEN (10)
WEST OF THE FOURTH MERIDIAN
CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS
EXCEPTING THEREOUT:
1.5 HECTARES (3.72 ACRES) MORE OR LESS
AS SHOWN ON ROAD PLAN 8877AG
EXCEPTING THEREOUT ALL MINES AND MINERALS

THE SOUTHEAST QUARTER OF SECTION TWENTY-SEVEN (27)
TOWNSHIP FIFTY-TWO (52)
RANGE TEN (10)
WEST OF THE FOURTH MERIDIAN
CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS
EXCEPTING THEREOUT:
0.886 HECTARES (2.19 ACRES) MORE OR LESS FOR ROAD
AS SHOWN ON ROAD PLAN 8877AG
EXCEPTING THEREOUT ALL MINES AND MINERALS