

OFFER TO PURCHASE GRAZING RIGHTS FOR PARCEL 10

BY AND BETWEEN:

RAY A MURPHY & RYAN MURPHY
(the "Assignor")

AND

(the "Assignee")

1. The Assignor agrees to assign to the Assignee and the Assignee agrees to assume from the Assignor the rights to Grazing Lease No. GRL 000037 (the "GRL") as it stands.
2. The Assignee hereby offers to purchase the rights to the GRL for the sum of the Closing Bid on the CLHbid.com auction taking place on September 4, 2024 being \$ _____ (the "Purchase Price"). The Purchase Price will be payable as follows:
 - \$ _____ 20% Deposit paid to the Assignor'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 Assignor'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 Assignee and their lawyer to the Assignor's Lawyer.
3. The Assignee agrees to submit to the Assignor's Lawyer on or before 4:30 pm on September 5, 2024 an executed copy of this Offer along with a Bank Draft, Solicitor's Trust Cheque or Wire Transfer in the sum of 20% of the Purchase Price (the "Deposit"). The Deposit, upon payment, shall be unconditional, and if the Assignee fails to close the purchase of the Property for any reason, the Deposit shall be forfeited to the Assignor. Such retention of the Deposit shall not itself constitute a termination of this Offer and shall not restrict the Assignor from exercising any other remedies which the Assignor may have by virtue of the Assignee's default, including the right to claim damages from the Assignee which the Assignor sustains in excess of the Deposit.

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 Assignee to the Assignor on the entire Purchase Price. Alternatively, in the event the Assignee represents and warrants to the Assignor that the Assignee is a registrant under the *Excise Tax Act* (Canada) and provides the Assignor with their GST registration number prior to the Closing Date together with a GST indemnity then the Assignee may account directly to Canada Revenue Agency for the GST payable on this transaction without paying same to the Assignor. For greater certainty, the Transaction Fee does not form part of the Purchase Price for the purposes of this section.
5. The Purchase Price, as adjusted, shall be paid in full on or before October 8, 2024 (the "**Closing Date**") with no holdback pending the delay in Alberta Forestry and Parks registering the formal assignment. Prior to the Closing Date, as part of the closing documents the Assignor shall provide the Assignee's Lawyer a duly executed formal assignment of the GRL along with executed interim agreement for use of the GRL pending registration of the formal assignment.
6. Possession will be subject to the Assignor paying closing funds on the Closing Date to the Assignor's Lawyer and upon receipt of confirmation from Alberta Forestry and Parks with respect to the interim use (the "**Possession Date**").
7. All money owing to the Assignor shall be paid to the Assignor'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 Assignor agrees to accept monies after the Closing Date, the Assignee shall pay interest at a rate of 7% per annum on any money owing to the Assignor as at the Closing Date, from the Closing Date until that money has been paid.
8. The Assignor's Lawyer will deliver normal closing documents referenced above to the Assignee's Lawyer upon terms consistent with the terms of this Offer.
9. The Assignee is aware of the eligibility requirements in order to have an Application for Assignment of Agriculture Dispositions registered.
10. All normal adjustments for the GRL including but not limited to surface leases (if any), taxes, rent and interest shall be adjusted as at noon on the Closing Date.
11. The Assignee 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 Assignee's lawyer.
12. The Assignee acknowledges that the Assignment Fee payable to Alberta Forestry and Parks shall be the sole responsibility of the Assignee.
13. The Assignee further acknowledges that the annual rental fee and annual property taxes issued past the Closing Date will be paid by the Assignee.
14. The risk of loss or damage to the GRL will lie with the Assignee following the Possession Date.

15. The GRL shall be free and clear of any financial encumbrances attributable to the Assignor.
16. The Assignee has inspected the GRL and agrees that the Assignor has not made any representation, warranty, collateral agreement or conditions regarding the GRL or any adjacent land or lands in close proximity to the GRL or otherwise which may in any way directly or indirectly affect the GRL or regarding this Offer other than what is written herein.
17. The Assignor represents and warrants to the Assignee that:
 - (a) they are not now (nor will be within 60 days after the 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 GRL who is (or will be 60 days after the Possession Date) a non-resident of Canada within the meaning of the *Income Tax Act* (Canada); and
 - (c) they have the right to submit an application for assignment on the GRL.
18. 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 Assignee.
19. Upon this Offer being accepted by the Assignor, 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 Assignee and Assignor 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.
20. This Offer is only assignable by the Assignee with the prior written consent of the Assignor, to which such consent shall not be unreasonably withheld or delayed, provided always that the Assignor shall retain full recourse as against the Assignee if such assignment is consented to.
21. This Offer shall be open for acceptance up to but not after 4:30 pm on September 6, 2024 and may be accepted by PDF email to the Assignee.
22. Time shall be of the essence in this Offer.
23. 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.
24. This Agreement shall be interpreted, construed and enforced in accordance with, and the respective rights and obligations of the Assignor and the Assignee shall be governed by, the laws of the Province of Alberta and the federal laws of Canada applicable therein, and the Parties hereto irrevocably attorn to the jurisdiction and venue of the Alberta Courts.

- 25. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such determination shall not impair or affect the validity, legality or enforceability of the remaining provisions hereof, and each provision is hereby declared to be separate, severable and distinct.
- 26. This Agreement constitutes the entire agreement between the Assignor and the Assignee with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether written or oral. There are no conditions, covenants, agreements, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof except as herein provided. This Agreement may only be amended or varied by further written agreement amongst the Parties hereto.
- 27. 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, 2024.

ASSIGNEE

ASSIGNEE

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

Assignee's Lawyer:

Firm: _____
Attention: _____
 Address: _____
 Phone: _____
 Email: _____

ACCEPTANCE

The undersigned Assignor of the GRL, hereby accepts the Offer and agrees to complete the sale of grazing rights on the terms and conditions in the Offer and should the Assignor fail to do so, the Assignee at his option may cancel this Offer and may take such other remedies the Assignee has at law.

Dated at _____, in the Province of Alberta, on this ____ day of September, 2024.

RAY A MURPHY

RYAN MURPHY

Assignor'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