

## OFFER TO PURCHASE

BY AND BETWEEN:

**ALLAN ARON GIESBRECHT &  
ESTHER MARIE GIESBRECHT**  
(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 lands legally described in the attached Schedule "A" (the "**Property**").
2. The Purchaser hereby offers to purchase the Property, free and clear of all liens, charges, encumbrances and claims whatsoever, save and except any subsisting conditions, provisos, restrictions, exceptions and reservations, including royalties, contained in the original grant or contained in any other grant or disposition from the Crown, registered or pending restrictive covenants and rights-of-way in favour of utilities and public authorities, existing tenancies set out below (if any), including in particular those non-financial encumbrances set forth on the title search for the Property attached as Schedule "B" hereto (the "**Permitted Encumbrances**"), for the sum of the Closing Bid on the CLHbid.com auction taking place on June 13, 2024, being \$ \_\_\_\_\_, as adjusted pursuant to the provisions of this Agreement (the "**Purchase Price**") and payable as follows:

\$ \_\_\_\_\_ 20% non-refundable Deposit paid to Carter, Lock & Horrigan as further described in Section 3.

\$ \_\_\_\_\_ 80% balance, subject to adjustments and the Transaction Fee, (collectively, the "**Balance**") payable on or before the Closing Date (as hereinafter defined) to the Vendor's Lawyer pursuant to Section 5.

\$ \_\_\_\_\_ **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 to Carter, Lock & Horrigan, in trust on or before 4:30 pm on June 14, 2024 an executed copy of this Agreement along with a Bank Draft, Solicitor's Trust Cheque or Wire Transfer in the sum of 20% of the Purchase Price (the "**Deposit**") which will if the transactions set out herein complete be applied towards the payment of the Purchase Price on the Closing Date. The Deposit, upon payment, shall be unconditional, and if the Purchaser fails to close the purchase of the Property for any reason, the Deposit shall be forfeited to the Vendor on account of damages, and Carter, Lock & Horrigan is irrevocably authorized and directed to release and pay the Deposit to the Vendor, provided that such retention of the Deposit shall not itself constitute a termination of this Agreement and shall not restrict the Vendor from exercising any other rights or remedies which the Vendor may have by virtue of the Purchaser's default, including the right to claim damages from the Purchaser which the Vendor sustains in excess of the Deposit.
4. The Purchaser will pay all transfer taxes (including Property Transfer Tax and GST), costs and expenses incurred in connection with the completion of the purchase and sale of the Property other than the costs of the Vendor incurred in clearing title to the Property of financial encumbrances. For certainty, 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 certificate or indemnity satisfactory to the Vendor's Lawyer, then the Purchaser may account directly to Canada Revenue Agency for the GST payable on this transaction without paying same to the Vendor. For greater certainty, the Transaction Fee does not form part of the Purchase Price for the purposes of this section.
5. The Purchaser will pay, or will cause the Purchaser's lawyer to pay, the Balance by way of certified cheque, bank draft or solicitor's/notary's trust cheque to the Vendor's Lawyer not no later than 4:00pm on July 18, 2024 (the "**Closing Date**").
6. Possession of the cultivated land will be subject to:
  - (a) The Purchaser paying closing funds on the Closing Date to the Vendor's Lawyer; and
  - (b) The existing tenant harvesting and removing the 2024 crop until the end of the 2024 season. Should the existing tenant be unable to complete harvest and removal of crop in 2024 due to weather, they shall have the right to harvest and removal of the 2024 crop until May 10<sup>th</sup>, 2025 (the "**Possession Date**").
7. All normal adjustments for the Property including but not limited to surface leases (if any), taxes, municipal utility charges, and interest shall be adjusted as at noon on the Closing Date.
8. The Vendor and the Purchaser agree that there will not be an adjustment for the Land Lease rental payment for the 2024 season (to be paid on December 15, 2024). For clarity, the Purchaser will receive 100% of the payment.

9. 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.
10. At least one (1) business day prior to the Closing Date, the Vendor will execute and deliver or cause to be executed and delivered to the Purchaser’s lawyer/notary all of the following:
  - (a) A Form A – Freehold Transfer for the Property (the “**Transfer**”);
  - (b) A Statement of Adjustments; and
  - (c) A Statutory Declaration as to residency of the Vendor within the meaning of the *Income Tax Act* (Canada).

The above documents will be prepared by the Purchaser’s lawyer/notary and provided to the Vendor’s Lawyer not less than five (5) business days prior to the Closing Date.

11. Each of the parties hereto covenant and agree to use the following closing procedures:
  - (a) If the Vendor’s title to the Property is subject to any liens, charges, encumbrances or other claims whatsoever, save and except only the Permitted Encumbrances, the Vendor, while still required to clear such liens, charges, encumbrances and other claims, may wait to pay and discharge same until immediately after receipt of the Purchase Price, in which event the Purchase Price may be paid to the Vendor’s Lawyer on the Vendor’s Lawyer’s undertakings to pay out and cause to be discharged from title to the Property such financial liens, charges, encumbrances and other claims, and to remit the balance, if any, to the Vendor;
  - (b) If the Purchaser is relying upon a new mortgage (the “**Mortgage**”) to finance the Purchase Price, the Purchaser, while still required to pay the Purchase Price on the Closing Date, may wait to pay the Purchase Price until after the Transfer and the mortgage documents have been lodged for registration at the appropriate Land Title Office, but only if, before such lodging, the Purchaser has done the following:
    - (i) fulfilled all of the conditions for funding of the mortgagee of the Mortgage (the “**Mortgagee**”) except lodging the Mortgage for registration; and
    - (ii) made available to the Vendor’s Lawyer a solicitor’s/notary’s undertaking to pay the Purchase Price upon lodging of the Transfer and the Mortgage documents and the advance by the Mortgagee of the Mortgage proceeds; and
  - (c) The closing of the transactions contemplated hereby will otherwise be carried out in accordance with the usual practices, and on appropriate undertakings, of knowledgeable solicitors/notaries in British Columbia, and all necessary and all reasonable documents and assurances will be provided by each of the Vendor and the Purchaser.

12. The Vendor represents and warrants to the Purchaser 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 Property 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 legal right to sell the Property.
  
13. The Purchaser represents and warrants to the Vendor that:
  - (a) the Purchaser is not a non-Canadian as defined under the *Prohibition on the Purchase of Residential Property by Non-Canadians Act* (Canada);
  - (b) if the Purchaser is a body corporate,
    - (i) the Purchaser is duly incorporated and organized and validly subsisting under the applicable Canadian law and has the corporate power to enter into this Agreement and to perform its obligations hereunder; and
    - (ii) this Agreement and the transactions contemplated hereby have been duly authorized by the Purchaser and constitute a legal, valid and binding obligation of the Purchaser, enforceable against the Purchaser by the Vendor in accordance with its terms.
  
14. All items included in the purchase and sale will be and remain at the risk of the Vendor until 12:01 a.m. on the Closing Date. After that time, the Property and all included items will be at the risk of the Purchaser.
  
15. Any notice required or permitted to be given under this Agreement will be in writing and may be given by delivering, sending by email, sending by courier service, or sending by prepaid registered mail posted in Canada, the notice to the address or email address first above written of the party hereto for which such notice is intended (or to such other address or email address as any party may specify by notice in writing to another party). Any notice delivered, sent by email, or couriered on a business day will be deemed conclusively to have been effectively given on the day the notice was delivered, or the email transmission was sent successfully to the email address set out above, as the case may be. Any notice sent by prepaid registered mail will be deemed conclusively to have been effectively given on the third business day after posting; but if at the time of posting or between the time of posting and the third business day thereafter there is a strike, lockout, or other labour disturbance affecting postal service, then the notice will not be effectively given until actually delivered.
  
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 Agreement 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 Agreement is only assignable by the Purchaser with the prior written consent of the Vendor, to which such consent shall not be unreasonably withheld or delayed, provided always that the Vendor shall retain full recourse as against the Purchaser if such assignment is consented to.
19. This Agreement shall be open for acceptance up to but not after 4:30 pm on June 17, 2024 and may be accepted by PDF email to the Purchaser.
20. Time shall be of the essence in this Agreement.
21. In this Agreement, the masculine gender and the singular shall be construed as the feminine gender and the plural where the context so requires. This Agreement shall enure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.
22. This Agreement shall be interpreted, construed and enforced in accordance with, and the respective rights and obligations of the Vendor and the Purchaser shall be governed by, the laws of the Province of British Columbia and the federal laws of Canada applicable therein, and the Parties hereto irrevocably attorn to the jurisdiction and venue of the British Columbia Courts.
23. 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.
24. This Agreement constitutes the entire agreement between the Vendor and the Purchaser 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.

25. The Agreement may be executed in several counterparts bearing PDF or electronic 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 British Columbia, on this \_\_\_\_ day of June, 2024.

\_\_\_\_\_  
*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 Agreement and may take such other remedies the Purchaser has at law.

Dated at \_\_\_\_\_, in the Province of British Columbia, on this \_\_\_\_ day of June, 2024.

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**ALLAN ARON GIESBRECHT**

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**ESTHER MARIE GIESBRECHT**

Vendor's Lawyer:

Firm: Giesbrecht Law Corporation  
**Attention: Jared P. Giesbrecht**  
Address: 10107 101 Avenue, Fort St. John, British Columbia , V1J 2B4  
Phone: (250) 785-6961  
Email: [stella@glawcorp.ca](mailto:stella@glawcorp.ca)

## **OFFER SCHEDULE "A"**

Parcel Identifier: 014-405-962

Legal Description: THE NORTH WEST 1/4 OF SECTION 26 TOWNSHIP 83 RANGE 15 WEST OF THE 6TH  
MERIDIAN PEACE RIVER DISTRICT, EXCEPT THE WESTERLY 24.384 METERS

Parcel Identifier: 014-405-946

Legal Description: THE EAST 1/2 OF SECTION 26 TOWNSHIP 83 RANGE 15 WEST OF THE 6TH  
MERIDIAN PEACE RIVER DISTRICT



**OFFER SCHEDULE "B"**

**Title Search**

**TITLE SEARCH PRINT**

2024-02-14, 09:49:30

File Reference: CLHBID/wf

Declared Value \$ 39447

**\*\*CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN\*\***

**Land Title District** PRINCE GEORGE  
Land Title Office PRINCE GEORGE

**Title Number** BB1267239  
From Title Number H30668

**Application Received** 2010-05-07

**Application Entered** 2010-05-15

**Registered Owner in Fee Simple**  
Registered Owner/Mailing Address: ALLAN ARON GIESBRECHT, MISSIONARY  
ESTHER MARIE GIESBRECHT, MISSIONARY  
PO BOX 765  
NIPAWIN, SK  
S0E 1E0  
AS JOINT TENANTS

**Taxation Authority** Peace River Assessment District

**Description of Land**  
Parcel Identifier: 014-405-946  
Legal Description:  
THE EAST 1/2 OF SECTION 26 TOWNSHIP 83 RANGE 15 WEST OF THE 6TH  
MERIDIAN PEACE RIVER DISTRICT

**Legal Notations**  
THIS CERTIFICATE OF TITLE MAY BE AFFECTED BY THE AGRICULTURAL LAND  
COMMISSION ACT, SEE AGRICULTURAL LAND RESERVE PLAN NO. 21608

**Charges, Liens and Interests** NONE

**Duplicate Indefeasible Title** NONE OUTSTANDING

**Transfers** NONE

**Pending Applications** NONE

**TITLE SEARCH PRINT**

2024-02-14, 09:49:30

File Reference: CLHBID/wf

Declared Value \$ 18168

**\*\*CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN\*\***

**Land Title District** PRINCE GEORGE  
Land Title Office PRINCE GEORGE

**Title Number** BB1267238  
From Title Number U10990

**Application Received** 2010-05-07

**Application Entered** 2010-05-15

**Registered Owner in Fee Simple**  
Registered Owner/Mailing Address: ALLAN ARON GIESBRECHT, MISSIONARY  
ESTHER MARIE GIESBRECHT, MISSIONARY  
PO BOX 765  
NIPAWIN, SK  
S0E 1E0  
AS JOINT TENANTS

**Taxation Authority** Peace River Assessment District

**Description of Land**  
Parcel Identifier: 014-405-962  
Legal Description:  
THE NORTH WEST 1/4 OF SECTION 26 TOWNSHIP 83 RANGE 15 WEST OF THE 6TH  
MERIDIAN PEACE RIVER DISTRICT, EXCEPT THE WESTERLY 24.384 METERS

**Legal Notations**  
THIS CERTIFICATE OF TITLE MAY BE AFFECTED BY THE AGRICULTURAL LAND  
COMMISSION ACT, SEE AGRICULTURAL LAND RESERVE PLAN NO. 21608

**Charges, Liens and Interests** NONE

**Duplicate Indefeasible Title** NONE OUTSTANDING

**Transfers** NONE

**Pending Applications** NONE