

OFFER TO PURCHASE GRAZING RIGHTS

BY AND BETWEEN:

945206 ALBERTA LTD.

(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 39951 (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 April 20, 2023 being \$_____ (the "**Purchase Price**"). The Purchase Price will 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 Assignee agrees to submit on or before 4:30 pm on April 21, 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 & 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 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.

5. The Vendor has agreed to offer to the Purchaser the option to purchase the livestock corral system (which includes 14 X 25' portable panels, 2 X 12' perimeter gates, 3 X 12' gates attached to panels, 2 hi hog 10' panels, portable chute, and cow catcher), for an additional \$15,000. Should the Purchaser wish to purchase the said chattels, the price will be appear on the Statement of Adjustments. This option must be exercised on or before 4:30 pm on April 21, 2023 by way of email to tyler@clhbid.com.
6. The Purchase Price shall be paid in full on or before May 25, 2023 (the "**Closing Date**") with no holdback.
7. Possession will be made available following receipt of the closing funds on the Closing Date and upon receipt of confirmation from Alberta Environment and Parks with respect to the interim use (the "**Possession Date**").
8. 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.
9. The Assignor's Lawyer will deliver normal closing documents referenced above, including an executed formal assignment of the GRL along with an executed interim agreement for use of the GRL pending registration of the formal assignment, to the Assignee's Lawyer upon terms consistent with the terms of this Offer.
10. The Assignee is aware of the eligibility requirements in order to have an Application for General Assignment of Disposition registered.
11. All normal adjustments for the GRL including but not limited to leases, taxes, rent and interest shall be adjusted as at noon on the Closing Date.
12. 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.
13. The Assignee acknowledges that the Assignment Fee payable to Alberta Environment and Parks shall be the sole responsibility of the Assignee.
14. The Assignee further acknowledges that the annual rental fee and annual property taxes issued past the Closing Date will be paid by the Assignee.
15. The risk of loss or damage to the GRL will lie with the Assignee following the Possession Date.
16. The GRL shall be free and clear of any financial encumbrances attributable to the Assignor.
17. 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.

18. The Assignor represents and warrants to the Assignee that:

- (a) the Assignor has full corporate power and corporate authority to execute this Agreement and fully perform all of its obligations and covenants herein, including the covenant to convey the GRL to the Assignee herein; and
- (b) within the meaning of the Income Tax Act of Canada, the Assignor is not now, nor will be on the Closing Date, a non-resident of Canada nor an agent or a trustee for any person with an interest in the GRL who is a non-resident of Canada.

19. 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.

20. Upon this Offer being accepted by the Assignor, this document shall, as of the date of such acceptance, constitute an agreement to sell and purchase the rights to the GRL, 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.

21. This Offer shall be open for acceptance up to but not after 4:30 pm on the 24th day of April, 2023 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. 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 April, 2023.

PURCHASER

PURCHASER

**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 April, 2023.

945206 ALBERTA LTD.

Per: _____

Per: _____

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