

OFFER OF PURCHASE AND SALE

TO: **VICTOR PAISH** (hereinafter called the "Vendor") as owner of the property legally described as set out in Schedule "A" (hereinafter called the "Property")

FROM: _____
(hereinafter called the "Purchaser")

1. The Purchaser hereby offers to purchase the Property as is for the sum of the Closing Bid on the CLHbid.com auction taking place on August 8, 2019 being \$_____ (also called the "Purchase Price").
2. The Purchaser agrees to submit on or before 4:30 pm on August 9, 2019 an executed copy of this Offer along with a bank draft or certified cheque in the sum of 20% of the Purchase Price made payable to Carter, Lock & Horrigan for unconditional release to the Vendor.
3. The Purchase Price does not include 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 its GST registration number prior to 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.
4. The Purchase Price shall be paid in full on or before September 2, 2019 (the "Closing Date").
5. 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 6% per annum on any money owing to the Vendor as at the Closing Date, from the Closing Date until that money has been paid.
6. The Vendor will deliver normal closing documents to the Purchaser upon reasonable conditions consistent with the terms of this Offer. The Purchaser must have a reasonable period of time before the Closing Date to confirm registration of documents at the Land Titles Office and to obtain the advance of proceeds for any financing or other value.
7. All normal adjustments for the Property including but not limited to taxes, municipal utility charges, and interest shall be adjusted as at noon on the Closing Date. 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.
8. 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, joint well use agreement and covenants and conditions registered against Property.
9. 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.
10. 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;

11. 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.

12. 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.

13. This Offer shall be open for acceptance up to but not after 4:30 pm on the 9th day of August, 2019 and may be accepted by PDF email to the Purchaser.

14. Time shall be of the essence in this Offer.

15. 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.

16. 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 August, 2019.

Witness:

Purchaser

Witness:

Purchaser

Purchaser's Lawyer:

Lawyer: _____

Firm: _____

Address: _____

Phone: (____) _____

Fax: (____) _____

SCHEDULE "A"



LAND TITLE CERTIFICATE

S
 LINC SHORT LEGAL TITLE NUMBER
 0033 643 578 6;5;79;36;SE 082 536 186 +1

LEGAL DESCRIPTION

MERIDIAN 6 RANGE 5 TOWNSHIP 79
 SECTION 36
 QUARTER SOUTH EAST
 CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS
 EXCEPTING THEREOUT:

		HECTARES (ACRES) MORE OR LESS
A) PLAN 732LZ	ROAD	1.77 4.37
B) PLAN 8122182	ROAD	5.298 13.09
C) PLAN 9422314	ROAD	5.738 14.18
D) PLAN 0840182	DESCRIPTIVE	10.12 25.01

EXCEPTING THEREOUT ALL MINES AND MINERALS
 AND THE RIGHT TO WORK THE SAME

ESTATE: FEE SIMPLE

MUNICIPALITY: MUNICIPAL DISTRICT OF SPIRIT RIVER NO. 133

REFERENCE NUMBER: 002 118 674

 REGISTERED OWNER(S)
 REGISTRATION DATE (DMY) DOCUMENT TYPE VALUE CONSIDERATION

082 536 186 10/12/2008 DESCRIPTIVE PLAN

OWNERS

VICTOR PAISH
 OF GENERAL DELIVERY
 SPIRIT RIVER
 ALBERTA T0H 3G0

 ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
716LZ	12/10/1960	UTILITY RIGHT OF WAY

(CONTINUED)