

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT dated for reference the 1st day of March, 2019,

BETWEEN:

101283884 SASKATCHEWAN LTD,
Duly incorporated in the Province of Saskatchewan,
Called throughout the “SELLER”

- and -

of _____, Saskatchewan,
Called throughout the “BUYER”

THE SELLERS and the BUYER agree according to the following terms to sell and buy, respectively, the following land:

1. LEGAL DESCRIPTION:

See attached Schedule “A”

exclusive of any mineral titles, and free and clear of all encumbrances, except for those encumbrances set forth in Schedule “B”.

2. SALE PRICE AND PAYMENT:

The total sum of \$_____, which does not include Goods and Services Tax, to be paid as follows:

- a) By deposit of the sum of \$_____ upon the execution of this Agreement. Such deposit shall be paid to the SELLER’S lawyers, McDougall Gauley LLP, to be held by them in trust pending completion of this transaction, and in the event of such completion shall be credited by them on account of the purchase price. The deposit shall be returned to the BUYER if the conditions set out in subparagraph c) are not met or waived by the BUYER; and
- b) By payment of the sum of \$_____ cash, plus or minus adjustments, on or before possession date.

3. TAXES:

The SELLER will be responsible for all real property taxes for the 2018 calendar year and the BUYER will be responsible for all real property taxes for the 2019 calendar year.

4. POSSESSION:

The BUYER is entitled to possession of the property as of **April 1, 2019**.

5. MISCELLANEOUS:

- a) It is agreed that the sale price includes the house and all other buildings permanently affixed to the property, if any;
- b) The buildings are purchased "as is"; however, the SELLER warrants that that buildings will remain substantially in their same condition as at the time of execution of this Agreement;
- c) The property will remain at the risk of the SELLER until the date of possession, at which time risk will pass to the BUYER;
- d) The SELLER agrees to execute a transfer and any other documents necessary to give clear title to the BUYER upon payment of the purchase price under this agreement;
- e) Each party will be responsible for their own legal fees. The land titles fees incidental to the transfer of the property shall be paid by the BUYER, but any land titles fees incidental to clearing the SELLER'S title will be paid by the SELLER;
- f) It is agreed by the BUYER that if the unpaid balance of the purchase price is not paid by the possession date, the BUYER will pay interest on the unpaid balance at the rate of 6.00%;
- g) The SELLERS hereby warrant that they are Canadian residents;
- h) The BUYER is a registrant pursuant to the Excise Tax Act (Canada) and its Goods and Services Tax Registration Number is _____. The BUYER undertakes to file the necessary Goods and Services Tax form with its next required Goods and Services Tax Return. The BUYER indemnifies the SELLER for any and all liability incurred by them for Goods and Services Tax which they may be required to pay as a consequence of any breach of any certification or undertaking given hereunder.
- i) This Agreement may be signed by facsimile or e-mail and in counterparts, and each such counterpart shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument.

6. REPRESENTATION AND CONTACT INFORMATION:

Any notice to the SELLER or to the BUYER under this Agreement shall be sufficiently given if in writing and served personally or by courier or facsimile on the SELLER, or on the BUYER, or by letter, postage prepaid (unless at the time of mailing or within four days thereafter there shall be a strike, interruption or lockout in the postal service, in which case the notice shall be given by personal delivery, facsimile or courier) addressed to:

in the case of the SELLER:

101283884 Saskatchewan Ltd.
c/o McDougall Gauley LLP
Barristers and Solicitors
1500 – 1881 Scarth Street
Regina SK S4P 4K9
Attention: Jeffrey R. Norwig
Telephone: (306) 565-5168
Facsimile: (306) 359-0785

in the case of the BUYER:

c/o _____

Attention: _____
Telephone: _____
Facsimile: _____

7. CORPORATE WAIVER:

The BUYER waives the benefit of the provisions of *The Land Contracts (Actions) Act* and *The Limitation of Civil Rights Act* (Saskatchewan) and agrees that the same shall have no application to this Agreement or any documents or instruments contemplated herein or emanating herefrom.

[SIGNATURE PAGE TO FOLLOW.]

IN WITNESS WHEREOF the SELLER has hereunto executed this Agreement by its proper signing officer, this 1st day of March, 2019.

(c/s)

101283884 SASKATCHEWAN LTD.

Per: _____
Andre Lizee, President

IN WITNESS WHEREOF the BUYER have hereunto set their hands and seals this 1st day of March, 2019.

Witness

Buyer: _____

Witness

Buyer: _____

-OR-

IN WITNESS WHEREOF the BUYER has hereunto executed this Agreement by its proper signing officer, this 1st day of March, 2019.

(c/s)

Per: _____
Name: _____
Title: _____
I have the authority to bind the Corporation.

SCHEDULE "A"

[Insert legal descriptions of lands purchased.]

SCHEDULE "A"

[Insert encumbrances to remain on titles.]