

THIS AGREEMENT MADE IN TRIPLICATE THIS DAY OF JULY, 2021.

BETWEEN: GARY WELLBROCK
 of Lac Pelletier,
 in the Province of Saskatchewan

Hereinafter called the "Vendor"

AND: _____ and _____
 of _____, _____,
 in the Province of _____

Hereinafter called the Purchaser(s)

MEMORANDUM OF AGREEMENT

WHEREAS the Vendor is the owner of a house situated on Lot 3, Elim Beach 2, Lac Pelletier, SK.

AND WHEREAS the Vendor desires to sell and the Purchaser(s) desire to buy the said House (the "House"), together with the personal property as set out on the attached Schedule "A" hereto, for the price and on the terms and conditions as hereinafter set forth;

NOW THEREFORE, the Parties hereto do hereby agree each with the other as follows:

1. The Vendor does sell to the Purchaser(s) and the Purchaser(s) do purchase the House situated on the property as hereinbefore set forth together with the property as described in the attached Schedule "A" hereto, all in an "as is - where is" condition.
2. The purchase price of \$.00 in Canadian funds shall be paid by the Purchaser(s) to the Vendor as follows:
 - a) The sum of \$ 0.00, being the funds previously forwarded to Heinrichs Galey Law Office as the deposit amount paid pursuant to the Tender process;
 - b) The sum of \$.00 on or before the 16th day of July, 2021.
3. The Purchaser(s) shall have possession of the House together with the assets as described in attached Schedule "A" hereto upon payment in full of the purchase price. The purchase price specifically excludes the TVs and attachments, which shall be removed by the Vendor prior to July 16, 2021.
4. The Purchaser(s) shall be responsible for the property taxes from and after July 16, 2021, as

they relate to House and lot. The 2021 lease fee and boat dock fee payable to Camp Elim shall be adjusted as of July 16, 2021.

5. The Vendor and Purchaser(s) shall be solely responsible for their own legal fees and out of pocket expenses incurred in connection with the within transaction. The Vendor shall pay the lease transfer fees owed to Camp Elim.

6. The Vendor covenants and agrees with the Purchaser(s) as follows, that is to say:

- a) That the Vendor is the owner and has good right and marketable title to the House, appliances, and fixtures therein and has good right to convey the same free from all encumbrances.
- b) That the Vendor has made no other contract to sell or mortgage or otherwise dispose of or encumber the House.
- c) That there are no judgments of any Court of record against the Vendor or in any way a lien upon the House or assets set forth in Schedule "A".

7. The Vendor hereby agrees to assign to the Purchaser(s) all his right, title and interest in his lease agreement with Camp Elim. The Parties agree that this agreement is conditional upon the Board of Directors of Camp Elim agreeing to the assignment of the current lease or entering into a new lease with the Purchaser(s).

8. The Purchaser(s) agree that the Vendor shall have sole use of the storage area under the steps located at the rear of the lot.

9. It is understood and agreed that there are no other representations, warranties, guarantees, promises, or agreements other than those contained in this Agreement and the Purchaser(s) hereby agree to purchase the above described property as it stands at the price and terms subject to the conditions above set forth.

10. This agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective heirs, executors, administrators and assign.

11. No assignment hereof by the Purchaser(s) shall be valid unless it be approved in writing, signed by the Vendor and notwithstanding any act or rule or law or regulation now or hereafter enforced to the contrary, the Vendor may in his absolute discretion withhold such approval.

12. Time shall be of the essence of this Memoranda.

13. The terms 'Vendor' and 'Purchaser(s)' and references thereto shall include the executors, administrators and assigns of the Vendor and Purchaser(s), respectively and the said terms and

references thereto in a singular number and masculine gender shall also include the plural number and the feminine gender where the context so requires.

14. This Agreement may be signed in several counterparts and by facsimile or email (PDF) transmission, each of which so executed will be deemed to be an original and such counterparts together will constitute one and the same Agreement.

IN WITNESS WHEREOF the Vendor has hereunto set his hand this ____ day of July, 2021.

SIGNED, SEALED AND DELIVERED)
in the presence of)

_____)
witness)

Gary Wellbrock

IN WITNESS WHEREOF the Purchaser(s) have hereunto set their hand(s) this ____ day of July, 2021.

SIGNED, SEALED AND DELIVERED)
in the presence of)

_____)
witness)

SCHEDULE "A"

Fridge, stove, washer, dryer, microwave

8' by 12' shed

All in an "as is" condition.