

HIS AGREEMENT MADE THIS _____ DAY OF MARCH, 2024.

BETWEEN: GARNET KEITH
of Cadillac,
in the Province of Saskatchewan

Hereinafter called the "Vendor"

AND:
of
in the Province of Saskatchewan,

Hereinafter called the "Purchaser"

MEMORANDUM OF AGREEMENT

WHEREAS the Vendor is the registered owner of the following land:

Surface Parcel No. 143520814 re: SW 18-07-13 W3 Ext 0
Surface Parcel No. 143544168 re: SE 13-07-14 W3 Ext 0

(hereinafter referred to as the "Land")

AND WHEREAS the Vendor desires to sell and the Purchaser(s) desire to buy the Land;

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

1. The Vendor does hereby sell to the Purchaser(s) and the Purchaser(s) does hereby purchase the land legally described as:

Surface Parcel No. 143520814 re: SW 18-07-13 W3 Ext 0
Surface Parcel No. 143544168 re: SE 13-07-14 W3 Ext 0

free and clear of all encumbrances, at and for the purchase price and on the terms and conditions herein set forth.

2. The purchase price for the Land shall be \$ _____ Dollars payable as follows:
 - a) The sum of \$ _____ shall be paid by the Purchaser(s) in trust to Heinrichs Galey Law Office, the solicitors for the Vendor, on the 15th day of February, 2024 and shall be forfeited to the Vendor if the Purchaser(s) fails to complete the purchase.
 - b) The remaining sum of \$ _____ shall be paid on or before March 7, 2024 to the Vendor's solicitors.
3. The Purchaser(s) confirms that it is a registrant pursuant to the Excise Tax Act under registration number _____ RT0001 and that it will self-assess for the Goods and Services Tax payable with respect to the property. The Purchaser hereby indemnifies and saves the Vendor harmless from any Goods and Services penalty, interest or other amount for which the Vendor

may be become liable because the Vendor did not collect Goods and Services Tax in reliance on the Purchaser's assurance that it will self-assess for the Goods and Services Tax, but later conditions reveal that the self-assess conditions did not exist. The indemnification and the covenants herein shall not merge but survive the time of closing.

4. Taxes relative to said lands shall be adjusted by the Vendors paying the same up to December 31, 2023 and by the Purchaser(s) paying the same thereafter.

5. The Purchaser(s) shall be entitled to vacant possession of the land upon payment in full of the purchase price to the Vendor or the Vendor's solicitors.

6. The Vendor and Purchaser(s) agree to execute promptly when prepared, any documents required to complete this transaction. The Vendor and Purchaser(s) shall each pay their own legal fees and the Purchaser(s) shall pay the Land Titles Office fees for the registration of the Transfer of Title under The Land Titles Act. The costs relating to any mortgage or other financing of the purchase price shall be paid by the Purchaser.

7. The Vendor warrants, represent and acknowledge that the Purchaser(s) is relying upon such warranties and representations, and which warranties and representations shall survive the closing and finalization of the within transaction, namely:

- a) That to the best of their information and belief and without having made an independent inquiry, there is no environmentally hazardous condition or problem relating to the Land. The Vendor further warrants that he is not aware of any contamination of any soil, stream, ponds or ground water caused by storage or disposal of any hazardous material.
- b) The Vendor warrants that there are no underground storage tanks for fuel or other hazardous wastes. The Purchaser(s) understand that there may be incidental and minor spills of waste oil or petroleum products arising out of and in the ordinary course of the farming operations.
- c) As of the Date of Possession, or such adjourned Date of Possession, the Purchased land shall be free and clear of all charges, liens and encumbrances, save and except as previously stated; and
- d) That there are no leases existing as to the said lands and no third party has any right or interest in regards to the Land.

8. 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 agrees to purchase the above described property as it stands at the price and terms subject to the

conditions above set forth.

9. Upon execution hereof this Agreement shall constitute a binding contract of purchase and sale and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns.

10. 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.

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

12. 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.

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

14. This Agreement shall be construed in accordance with and be governed by the laws of the Province of Saskatchewan

15. 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 February, 2024.

SIGNED, SEALED AND DELIVERED)
in the presence of)
)
)
)
)

Garnet Keith

witness

IN WITNESS WHEREOF the Purchaser(s) has hereunto set their hands this ___ day of February, 2024.

SIGNED, SEALED AND DELIVERED)
in the presence of)
)
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)
)

witness