

47

OFFER TO PURCHASE – FARMLAND

The Global Transportation Hub Authority (hereinafter "GTHA")
Address: 305-1777 Victoria Avenue, Regina, Saskatchewan, c/o 29(1) Phone: 306-787-4842
Fax: 306-798-4600
(called the Purchaser), having inspected the real property, hereinafter described, offer to purchase from

101225232 Saskatchewan Ltd. c/o 29(1)
Address: 116 Albert Street, Regina, Saskatchewan, Phone: 29(1) Fax: 29(1)
Cell: 29(1)

(hereinafter the "Vendor"), the following described Property:

Surface Parcel #165025414
Reference Land Description: NW Sec 20 Twp 17 Rge 20 W2 Extension 1 (approx. 116.86 acres)

17(1)(a)

Surface Parcel #166005862
Reference Land Description: SW Sec 20 Twp 17 Rge 20 W2 Extension 2 (approx. 87.40 acres)

(MINERALS NOT INCLUDED)

free and clear of all encumbrances, except as set out in Schedule "A" – Permitted Encumbrances, for the sum of \$21,038,780.00 Dollars (\$103,000.00 per acre) to be paid as follows:

\$ 5,000.00 to the office of McKercher LLP, as a deposit to be held pending completion or other termination of this agreement and to be credited on account of the purchase price on closing, and the sum of

17(1)(a)

\$21,033,780.00 to be paid to the office of McKercher LLP at their request and to be credited on account of the purchase price on closing.

THIS OFFER IS SUBJECT TO THE FOLLOWING CONDITIONS:

1. This transaction of purchase and sale is to be completed on or before February 14, 2014, (called the adjustment date) and subject to payment of the full purchase price, vacant possession will be given to the Purchaser on that date. In the event the full purchase price is not so paid and the Vendor gives possession to the Purchaser, the Purchaser will pay interest at the rate of 5% per annum on any portion of the purchase price not so paid from the date of possession until payment.
2. The Vendor will pay all real property taxes assessed against the Property and relating to the period ending December 31st, 2013.
3. The Vendor will pay for the preparation of the Transfer of Title and the Purchaser will pay for the registration of the Transfer under the Land Titles Act.
4. The Purchaser warrants that he is registered under Division V, Subdivision d of The Act to amend the Excise Tax Act (Goods and Services Tax Legislation) and that the Purchaser's Goods and Services Tax registration number is 107864258. The Purchaser undertakes to complete and file all necessary forms with Canada Customs and Revenue Agency, regarding GST and agrees to indemnify and save harmless the Vendor for the payment of GST.

5. This offer is not subject to any conditions.
6. The following personal property is included in the sale: N/A
7. The Vendor warrants to the Purchaser that the Vendor has not used or permitted the use of the Property, either now or at any time in the past, for:

- (1) the storage and/or dumping of;
- (2) as a landfill or waste disposal site of;

any deleterious or hazardous substances, nor is the Vendor aware of any deleterious or hazardous substances migrating onto the Property from adjoining properties, and the Vendor has at all times complied with existing environmental laws or regulations, or the terms of any permits or licenses, and has not or is not currently incurring liability pursuant to the foregoing laws and regulations. The Vendor is not now or is subject to any remedial order or subject to any concluded, ongoing or pending enforcement actions or investigations under any provincial or federal legislation.

The Vendor further warrants that it shall indemnify and save harmless the Purchaser from any claims or actions of any kind or nature arising from the Vendor's act or omission or failure to comply with any environmental law or regulation.

8. Both parties agree to execute promptly, when prepared, any documents required to complete this transaction.

9. Time is of the essence in this Agreement.

10. This offer is irrevocable by the Purchaser and open to acceptance by the Vendor up to 12:00 noon on December 24, 2013, and if accepted within that period or before revocation shall constitute a binding contract of purchase and sale.

11. If this offer is not accepted, the entire deposit, will be refunded to the Purchaser. If this offer is accepted and the Purchaser fails to comply with any of the terms, the deposit will be forfeited to the Vendor and this Agreement will be void at the Vendor's option and the Purchaser will have no more interest in the property.

12. This Agreement is binding on the heirs, executors, administrators, or successors of the Vendor and Purchaser.

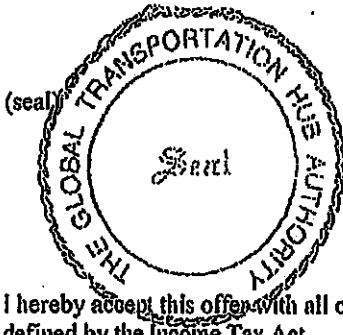
13. The parties agree that in order to facilitate the execution of this Agreement, faxed signatures shall be deemed to be valid signatures.

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

15. It is understood and agreed that there are no other representations, warranties, guarantees, promises or agreements other than those containing in this Agreement.

16. This Agreement may be executed (by facsimile or otherwise) in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

SIGNED by the Purchaser on December 23, 2013.



THE GLOBAL TRANSPORTATION HUB AUTHORITY

Per: **29(1)**

ACCEPTANCE

I hereby accept this offer with all conditions contained therein and I certify that I am not a non-resident as defined by the Income Tax Act.

SIGNED by the Vendor on December 24, 2013.



10122523

Per: **29(1)**

Purchaser's Solicitor: **29(1)** - McKercher LLP
Address: 500 - 2220 12th Ave., Regina, SK S4P 0M8
Phone #: (306) 565-6500
Fax #: (306) 565-6565

Vendor's Solicitor: **29(1)**
Address: _____
Phone #: _____
Fax #: _____

Schedule "A" – Permitted Encumbrances

As to Surface Parcel #165025414:

Interest Register #101206224 – CNV Easement registered August 29, 1978 in favour of Transgas Limited

Interest Register #101206235 – CNV Easement registered October 5, 1979 in favour of Kinder Morgan Cochin ULC

Interest Register #116678706 – Public Utility Easement registered August 16, 2010 in favour of Petroleum Transmission Company

Interest Register #117048078 – Pipelines Act – Easement registered December 22, 2010 in favour of Kinder Morgan Cochin ULC

Interest Register #117140442 – Public Utility Easement registered February 7, 2011 in favour of Petroleum Transmission Company

As to Surface Parcel #166005862:

Interest Register #101206246 – CNV Easement registered August 29, 1978 in favour of Transgas Limited

Interest Register #101206257 – CNV Easement registered December 3, 1999 in favour of Saskatchewan Telecommunications

OFFER TO PURCHASE – FARMLAND

The Global Transportation Hub Authority (hereinafter “GTHA”)

Address: 305-1777 Victoria Avenue, Regina, Saskatchewan, c/o 29(1)
306-798-4600

Phone: 306-787-4842 Fax:

(called the Purchaser), having inspected the real property, hereinafter described, offer to purchase from

101225232 Saskatchewan Ltd. c/o 29(1)

Address: 116 Albert Street, Regina, Saskatchewan, Phone: 29(1)

Fax: _____

Cell: 29(1)

(hereinafter the “Vendor”), the following described Property:

Surface Parcel #165025414

Reference Land Description: NW Sec 20 Twp 17 Rge 20 W2 Extension 1 (approx. 116.86 acres)

Surface Parcel #166005862

Reference Land Description: SW Sec 20 Twp 17 Rge 20 W2 Extension 2 (approx. 87.40 acres)

(MINERALS NOT INCLUDED)

free and clear of all encumbrances, except as set out in Schedule “A” – Permitted Encumbrances, for the sum of **\$21,038,780.00** Dollars (\$103,000.00 per acre) to be paid as follows:

\$ 38,780.00 to the office of McKercher LLP, as a deposit to be held pending completion or other termination of this agreement and to be credited on account of the purchase price on closing, and the sum of

\$21,000,000.00 to be paid to the office of McKercher LLP at their request and to be credited on account of the purchase price on closing.

THIS OFFER IS SUBJECT TO THE FOLLOWING CONDITIONS:

1. This transaction of purchase and sale is to be completed on or before February 14, 2014, (called the adjustment date) and subject to payment of the full purchase price, vacant possession will be given to the Purchaser on that date. In the event the full purchase price is not so paid and the Vendor gives possession to the Purchaser, the Purchaser will pay interest at the rate of 5% per annum on any portion of the purchase price not so paid from the date of possession until payment.
2. The Vendor will pay all real property taxes assessed against the Property and relating to the period ending December 31st, 2013.
3. The Vendor will pay for the preparation of the Transfer of Title and the Purchaser will pay for the registration of the Transfer under the Land Titles Act.
4. The Purchaser warrants that he is registered under Division V, Subdivision d of The Act to amend the Excise Tax Act (Goods and Services Tax Legislation) and that the Purchaser's Goods and Services Tax registration number is 107864258. The Purchaser undertakes to complete and file all necessary forms with Canada Customs and Revenue Agency, regarding GST and agrees to indemnify and save harmless the Vendor for the payment of GST.
5. This offer is made conditional on the Purchaser obtaining approval for a loan of the least

\$21,000,000.00 on the security of the property. The Purchaser shall have until February 3, 2014 to obtain such approval or to obtain alternate financing after which date the Vendor may terminate this agreement if such approval or alternate financing has not been obtained. Upon such termination or upon production by the Purchaser of a refusal in writing by a lending institute to approve such a loan the deposit shall be forthwith returned to the Purchaser and this Agreement shall be void, and the Purchaser shall have no interest in the property.

6. This offer is made conditional, subject to the following conditions:

- (a) The GTHA obtaining an Order in Council for the purchase;
- (b) This offer is subject to the Purchaser, at their sole discretion, being fully satisfied with the Title to the lands, the physical attributes of the Property including any easements and the environmental status of the Property;
- (c) If the Purchaser deems it necessary to conduct environmental testing or inspection to satisfy itself as to the environmental condition of the property, the Vendor shall provide reasonable access to the Property for the purpose of such investigation.
- (d) The Purchaser shall remove all conditions on or before February 3, 2014.

7. The following personal property is included in the sale: N/A

8. The Vendor warrants to the Purchaser that the Vendor has not used or permitted the use of the Property, either now or at any time in the past, for:

- (1) the storage and/or dumping of;
- (2) as a landfill or waste disposal site of;

any deleterious or hazardous substances, nor is the Vendor aware of any deleterious or hazardous substances migrating onto the Property from adjoining properties, and the Vendor has at all times complied with existing environmental laws or regulations, or the terms of any permits or licenses, and has not or is not currently incurring liability pursuant to the foregoing laws and regulations. The Vendor is not now or is subject to any remedial order or subject to any concluded, ongoing or pending enforcement actions or investigations under any provincial or federal legislation.

The Vendor further warrants that it shall indemnify and save harmless the Purchaser from any claims or actions of any kind or nature arising from the Vendor's act or omission or failure to comply with any environmental law or regulation.

9. Both parties agree to execute promptly, when prepared, any documents required to complete this transaction.

10. Time is of the essence in this Agreement.

11. This offer is irrevocable by the Purchaser and open to acceptance by the Vendor up to 12:00 noon on December 24, 2013, and if accepted within that period or before revocation shall constitute a binding contract of purchase and sale.

12. If this offer is not accepted, the entire deposit, will be refunded to the Purchaser. If this offer is accepted and the Purchaser fails to comply with any of the terms, the deposit will be forfeited to the Vendor and this Agreement will be void at the Vendor's option and the Purchaser will have no more

interest in the property.

13. This Agreement is binding on the heirs, executors, administrators, or successors of the Vendor and Purchaser.

14. The parties agree that in order to facilitate the execution of this Agreement, faxed signatures shall be deemed to be valid signatures.

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

16. It is understood and agreed that there are no other representations, warranties, guarantees, promises or agreements other than those containing in this Agreement.

17. This Agreement may be executed (by facsimile or otherwise) in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

SIGNED by the Purchaser on December 23, 2013.

THE GLOBAL TRANSPORTATION HUB AUTHORITY

(seal)

Per: _____
29(1)

ACCEPTANCE

I hereby accept this offer with all conditions contained therein and I certify that I am not a non-resident as defined by the Income Tax Act.

SIGNED by the Vendor on December __, 2013.

101225232 SASKATCHEWAN LTD.

(seal)

Per: _____

Purchaser's Solicitor: 29(1) – McKercher LLP
Address: 500 – 2220 12 Ave., Regina, SK S4P 0M8
Phone #: (306) 565-6500
Fax #: (306) 565-6565

Vendor's Solicitor: _____
Address: _____
Phone #: _____
Fax #: _____

Schedule "A" – Permitted Encumbrances

As to Surface Parcel #165025414:

Interest Register #101206224 – CNV Easement registered August 29, 1978 in favour of Transgas Limited

Interest Register #101206235 – CNV Easement registered October 5, 1979 in favour of Kinder Morgan Cochin ULC

Interest Register #116678706 – Public Utility Easement registered August 16, 2010 in favour of Petroleum Transmission Company

Interest Register #117048078 – Pipelines Act – Easement registered December 22, 2010 in favour of Kinder Morgan Cochin ULC

Interest Register #117140442 – Public Utility Easement registered February 7, 2011 in favour of Petroleum Transmission Company

As to Surface Parcel #166005862:

Interest Register #101206246 – CNV Easement registered August 29, 1978 in favour of Transgas Limited

Interest Register #101206257 – CNV Easement registered December 3, 1999 in favour of Saskatchewan Telecommunications

OFFER TO PURCHASE – FARMLAND

The Global Transportation Hub Authority (hereinafter “GTHA”)
Address: 305-1777 Victoria Avenue, Regina, Saskatchewan, c/o 29(1) Phone: 306-787-4842 Fax: 306-798-4600

(called the Purchaser), having inspected the real property, hereinafter described, offer to purchase from

101225232 Saskatchewan Ltd. c/o 29(1)
Address: 116 Albert Street, Regina, Saskatchewan, Phone: 29(1) Fax: _____
Cell: 29(1)

(hereinafter the “Vendor”), the following described Property:

Surface Parcel #165025414
Reference Land Description: NW Sec 20 Twp 17 Rge 20 W2 Extension 1 (approx. 116.86 acres)

Surface Parcel #166005862
Reference Land Description: SW Sec 20 Twp 17 Rge 20 W2 Extension 2 (approx. 87.40 acres)

(MINERALS NOT INCLUDED)

free and clear of all encumbrances, except as set out in Schedule “A” – Permitted Encumbrances, for the sum of **\$21,038,780.00** Dollars (\$103,000.00 per acre) to be paid as follows:

\$ 5,000.00 to the office of McKercher LLP, as a deposit to be held pending completion or other termination of this agreement and to be credited on account of the purchase price on closing, and the sum of

\$21,033,780.00 to be paid to the office of McKercher LLP at their request and to be credited on account of the purchase price on closing.

THIS OFFER IS SUBJECT TO THE FOLLOWING CONDITIONS:

1. This transaction of purchase and sale is to be completed on or before February 14, 2014, (called the adjustment date) and subject to payment of the full purchase price, vacant possession will be given to the Purchaser on that date. In the event the full purchase price is not so paid and the Vendor gives possession to the Purchaser, the Purchaser will pay interest at the rate of 5% per annum on any portion of the purchase price not so paid from the date of possession until payment.
2. The Vendor will pay all real property taxes assessed against the Property and relating to the period ending December 31st, 2013.
3. The Vendor will pay for the preparation of the Transfer of Title and the Purchaser will pay for the registration of the Transfer under the Land Titles Act.
4. The Purchaser warrants that he is registered under Division V, Subdivision d of The Act to amend the Excise Tax Act (Goods and Services Tax Legislation) and that the Purchaser's Goods and Services Tax registration number is 107864258. The Purchaser undertakes to complete and file all necessary forms with Canada Customs and Revenue Agency, regarding GST and agrees to indemnify and save harmless the Vendor for the payment of GST.

5. This offer is not subject to any conditions.
6. The following personal property is included in the sale: N/A
7. The Vendor warrants to the Purchaser that the Vendor has not used or permitted the use of the Property, either now or at any time in the past, for:
 - (1) the storage and/or dumping of;
 - (2) as a landfill or waste disposal site of;

any deleterious or hazardous substances, nor is the Vendor aware of any deleterious or hazardous substances migrating onto the Property from adjoining properties, and the Vendor has at all times complied with existing environmental laws or regulations, or the terms of any permits or licenses, and has not or is not currently incurring liability pursuant to the foregoing laws and regulations. The Vendor is not now or is subject to any remedial order or subject to any concluded, ongoing or pending enforcement actions or investigations under any provincial or federal legislation.

The Vendor further warrants that it shall indemnify and save harmless the Purchaser from any claims or actions of any kind or nature arising from the Vendor's act or omission or failure to comply with any environmental law or regulation.

8. Both parties agree to execute promptly, when prepared, any documents required to complete this transaction.
9. Time is of the essence in this Agreement.
10. This offer is irrevocable by the Purchaser and open to acceptance by the Vendor up to 12:00 noon on December 24, 2013, and if accepted within that period or before revocation shall constitute a binding contract of purchase and sale.
11. If this offer is not accepted, the entire deposit, will be refunded to the Purchaser. If this offer is accepted and the Purchaser fails to comply with any of the terms, the deposit will be forfeited to the Vendor and this Agreement will be void at the Vendor's option and the Purchaser will have no more interest in the property.
12. This Agreement is binding on the heirs, executors, administrators, or successors of the Vendor and Purchaser.
13. The parties agree that in order to facilitate the execution of this Agreement, faxed signatures shall be deemed to be valid signatures.
14. This Agreement shall be governed by and construed in accordance with the laws of Saskatchewan.
15. It is understood and agreed that there are no other representations, warranties, guarantees, promises or agreements other than those containing in this Agreement.

16. This Agreement may be executed (by facsimile or otherwise) in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

SIGNED by the Purchaser on December 23, 2013.

THE GLOBAL TRANSPORTATION HUB AUTHORITY

(seal)

Per: _____
29(1)

ACCEPTANCE

I hereby accept this offer with all conditions contained therein and I certify that I am not a non-resident as defined by the Income Tax Act.

SIGNED by the Vendor on December ___, 2013.

101225232 SASKATCHEWAN LTD.

(seal)

Per: _____

Purchaser's Solicitor: 29(1) – McKercher LLP
Address: 500 – 2220 12th Ave., Regina, SK S4P 0M8
Phone #: (306) 565-6500
Fax #: (306) 565-6565

Vendor's Solicitor: _____
Address: _____
Phone #: _____
Fax #: _____

Schedule "A" – Permitted Encumbrances

As to Surface Parcel #165025414:

Interest Register #101206224 – CNV Easement registered August 29, 1978 in favour of Transgas Limited

Interest Register #101206235 – CNV Easement registered October 5, 1979 in favour of Kinder Morgan Cochin ULC

Interest Register #116678706 – Public Utility Easement registered August 16, 2010 in favour of Petroleum Transmission Company

Interest Register #117048078 – Pipelines Act – Easement registered December 22, 2010 in favour of Kinder Morgan Cochin ULC

Interest Register #117140442 – Public Utility Easement registered February 7, 2011 in favour of Petroleum Transmission Company

As to Surface Parcel #166005862:

Interest Register #101206246 – CNV Easement registered August 29, 1978 in favour of Transgas Limited

Interest Register #101206257 – CNV Easement registered December 3, 1999 in favour of Saskatchewan Telecommunications