

19

Schroeder, Matt GTH

From: Anthony Marquart <amarquart@royaltydevelopments.com>
Sent: Tuesday, December 24, 2013 10:12 AM
To: Wagar, Blair GTH
Cc: ron.miller@sasktel.net; d.bishop@mckercher.ca
Subject: RE: Marquart Land Purchase

Thank you for your efforts here and Merry Xmas to all.

Thank you,
Anthony

From: Wagar, Blair GTH [<mailto:blair.wagar@thegth.com>]
Sent: December 24, 2013 10:09 AM
To: 'amarquart@royaltydevelopments.com'
Cc: 'ron.miller@sasktel.net'; 'd.bishop@mckercher.ca'
Subject: Re: Marquart Land Purchase

Anthony,

Thank you for turning this around quickly and providing the contact information for your lawyer. We will reconnect in the new year to complete the closing process.

Merry Christmas and all the best in the New Year.

Cheers,

Blair Wagar

From Wireless Handheld

From: Anthony Marquart [<mailto:amarquart@royaltydevelopments.com>]
Sent: Tuesday, December 24, 2013 09:59 AM
To: Wagar, Blair GTH
Cc: ron.miller@sasktel.net <ron.miller@sasktel.net>; d.bishop@mckercher.ca <d.bishop@mckercher.ca>
Subject: RE: Marquart Land Purchase

Blair,

Please find attached executed Offer to Purchase affixed with corporate seal.

In addition to your lawyer David Bishop, I have carbon copied my lawyer, Ron Miller, and we look forward to working with you.

Thank you,
Anthony

From: Wagar, Blair GTH [<mailto:blair.wagar@thegth.com>]
Sent: December 23, 2013 5:41 PM

To: 'amarquart@royaltydevelopments.com'
Subject: Fw: Marquart Land Purchase

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Please see enclosed. I had the wrong email address (mis-spelling of last name) so have included the failed attempts.

Please acknowledge receipt of this email.

Thanks,

Blair

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Third attempt.

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Mr. Marquard,

Pls find the offer to purchase from the GTH as discussed earlier today. Note the offer expires at noon tomorrow.

If you are agreeable, please sign and scan/email to blair.wagar@thegth.com or fax to the GTH - Attn Blair Wagar

I have also cc'd our lawyer David Bishop if your legal council has any questions.

Thanks,

Blair

Blair Wagar

From Wireless Handheld

From: Flanagan, Lou GTH
Sent: Monday, December 23, 2013 04:48 PM
To: Wagar, Blair GTH
Subject: Marquart Land Purchase

Lou Flanagan

Administration Manager
GLOBAL TRANSPORTATION HUB
350 - 1777 Victoria Avenue
REGINA SK S4P 4K5
P: 306.787.4842
F: 306.798.4600
www.thegth.com



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OFFER TO PURCHASE – FARMLAND

The Global Transportation Hub Authority (hereinafter “GTHA”)

Address: 305-1777 Victoria Avenue, Regina, Saskatchewan, c/o Bryan Richards 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 Anthony Marquart

Address: 116 Albert Street, Regina, Saskatchewan, Phone: 306-757-7575 Fax: 790 9277 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;

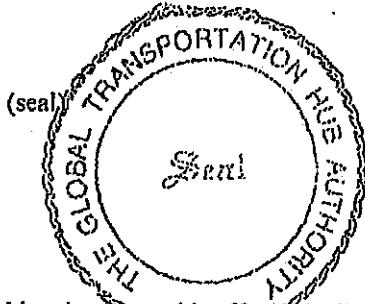
any deleterious or hazardous substances, nor is the Vendor aware of any deleterious or hazardous substances migrating onto the Property from adjoining properties, and the Vendor has at all times complied with existing environmental laws or regulations, or the terms of any permits or licenses, and has 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

Per: Bryan Richards

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.



101225232 SASKATCHEWAN LTD.

Per: Bryan Miller

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

Vendor's Solicitor: BRYAN MILLER
Address: 116 ALBERT STREET, REGINA, SK, S4R 2N2
Phone #: 306 561 4187
Fax #: 306 543 9655

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

Schroeder, Matt GTH

From: Anthony Marquart <amarquart@royaltydevelopments.com>
Sent: Tuesday, December 24, 2013 7:02 AM
To: Wagar, Blair GTH
Subject: RE: Marquart Land Purchase

3
Received and will review this morning.

Thank you,
Anthony

From: Wagar, Blair GTH [mailto:blair.wagar@thegth.com]
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To: 'amarquart@royaltydevelopments.com'
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Lou Flanagan

Administration Manager
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4

Flanagan, Lou GTH

From: Wagar, Blair GTH
Sent: Tuesday, December 24, 2013 10:40 AM
To: Flanagan, Lou GTH
Cc: Malach, Pam GTH
Subject: Fw: Marquart Land Purchase
Attachments: GTH - Industrial Land Purchase.pdf

Lou,

Pls print and add to the file we started yesterday. Pas print the email as well as the attachment to add to the file.

Merry Christmas Lou and all the best in 2014!

Blair Wagar

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350 - 1777 Victoria Avenue
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P: 306.787.4842
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Address: 305-1777 Victoria Avenue, Regina, Saskatchewan, c/o Bryan Richards Phone: 306-787-4842

Fax: 306-798-4600

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

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Address: 116 Albert Street, Regina, Saskatchewan, Phone: 306-757-7575 Fax: 780 9277 Cell: 29 (1)

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

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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)

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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.
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 - (1) the storage and/or dumping of;
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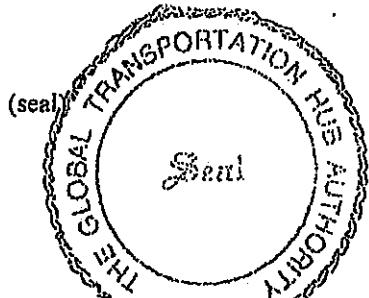
any deleterious or hazardous substances, nor is the Vendor aware of any deleterious or hazardous substances migrating onto the Property from adjoining properties, and the Vendor has at all times complied with existing environmental laws or regulations, or the terms of any permits or licenses, and has 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.

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SIGNED by the Purchaser on December 23, 2013.



THE GLOBAL TRANSPORTATION HUB AUTHORITY

Per: for /
Bryan Richards

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.



101225232 SASKATCHEWAN LTD.

Per: /

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

Vendor's Solicitor: Ron Miller
Address: 116 ALBERT STREET, REGINA, SK, S4R 2N2
Phone #: 306 561 4187
Fax #: 306 543 9655

Schedule "A" – Permitted Encumbrances

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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;

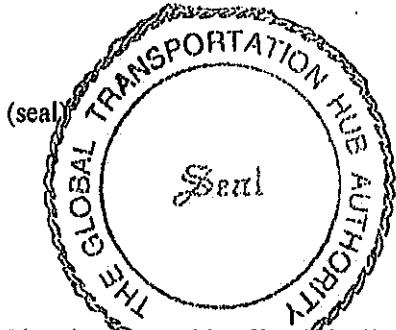
any deleterious or hazardous substances, nor is the Vendor aware of any deleterious or hazardous substances migrating onto the Property from adjoining properties, and the Vendor has at all times complied with existing environmental laws or regulations, or the terms of any permits or licenses, and has 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

Per: 
Bryan Richards

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: David J. Bishop - 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

Wagar, Blair GTH

From: Wagar, Blair GTH
Sent: January 16, 2014 11:33 AM
To: 'David J. Bishop'
Cc: Richards, Bryan GTH; Malach, Pam GTH
Subject: Marquart - Amending Agreement for Closing Date

Hi David,

22(a)(b)

Thanks,

Joh

BLAIR WAGAR
Chief Operating Officer
GLOBAL TRANSPORTATION HUB
350 - 1777 Victoria Avenue
REGINA SK S4P 4K5
P: 306.798.4602 C: 306.539.2778
F: 306.798.4600
www.thegth.com



Wagar, Blair GTH

From: Wagar, Blair GTH
Sent: January 17, 2014 11:12 AM
To: 'David J. Bishop'
Cc: Laura M. Ward
Subject: RE: GTHA Purchase from 101225232 Saskatchewan Ltd.
Attachments: FINAL SIGNED-101225232 Saskatchewan (A.Marquart).pdf

Sign copy attached.

From: David J. Bishop [mailto:d.bishop@mckercher.ca]
Sent: January 16, 2014 5:22 PM
To: Wagar, Blair GTH
Cc: Laura M. Ward
Subject: RE: GTHA Purchase from 101225232 Saskatchewan Ltd.

Please . that would be great

David J. Bishop – Barrister & Solicitor
McKercher LLP
500 – 2220 12th Avenue Regina SK S4P 0M8
Direct Line: 306.565.6511
Switchboard: 306.352.7661
Facsimile: 306.565.6565

Note: Asked for March 6th to allow for 3 Cabinet mtgs options Seller needs before Mar 3rd. Still allows for 2 Cabinet mtgs for DL so DL for DL so DL 3W.

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From: Wagar, Blair GTH [mailto:blair.wagar@thegth.com]
Sent: January 16, 2014 5:08 PM
To: David J. Bishop
Cc: Laura M. Ward; Colette L. Wolos
Subject: RE: GTHA Purchase from 101225232 Saskatchewan Ltd.

I will get Bryan to sign this copy so signatures are on both.

From: David J. Bishop [mailto:d.bishop@mckercher.ca]
Sent: January 16, 2014 5:07 PM
To: Wagar, Blair GTH
Cc: Laura M. Ward; Colette L. Wolos
Subject: FW: GTHA Purchase from 101225232 Saskatchewan Ltd.

FYI

David J. Bishop – Barrister & Solicitor
McKercher LLP
500 – 2220 12th Avenue Regina SK S4P 0M8
Direct Line: 306.565.6511
Switchboard: 306.352.7661
Facsimile: 306.565.6565

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From: Dale Canham [<mailto:dcanham.drc@sasktel.net>]
Sent: January 16, 2014 5:05 PM
To: Laura M. Ward
Cc: David J. Bishop
Subject: RE: GTHA Purchase from 101225232 Saskatchewan Ltd.

Hi Dave / Laura ... attached is a scan of the signed amendment ... kindly have same signed by your client and scan a copy to me.

Thanks,

Dale A. Canham
Legal Professional Corporation
Barrister & Solicitor
116 Albert Street, Regina, SK S4R 2N2
CANADA
Direct Line: (306) 791-2503
Fax: (306) 543-9655
e-mail: dcanham.drc@sasktel.net

From: Laura M. Ward [<mailto:l.ward@mckercher.ca>]
Sent: Thursday, January 16, 2014 3:55 PM
To: Dale Canham
Cc: David J. Bishop
Subject: RE: GTHA Purchase from 101225232 Saskatchewan Ltd.

Good afternoon,

Attached is the First Amending Agreement with a closing date of March 3, 2014. Please have the Agreement executed and returned to our office as soon as possible.

Thank you.

Laura M. Ward
Legal Assistant, Real Estate
McKercher LLP
Direct Line: 306.565.6566
www.mckercher.ca

From: Dale Canham [<mailto:dcanham.drc@sasktel.net>]
Sent: Thursday, January 16, 2014 3:02 PM
To: David J. Bishop
Cc: Laura M. Ward
Subject: RE: GTHA Purchase from 101225232 Saskatchewan Ltd.

Thanks Dave / Laura ... Further to my email to Dave ... I advise that our client is prepared to agree to an extension of the closing date of either Feb 28 or March 3, 2014 ... the March 6th date is not acceptable to our client.

Kindly advise as to this at your earliest convenience

Dale A. Canham
Legal Professional Corporation
Barrister & Solicitor
.16 Albert Street, Regina, SK S4R 2N2
CANADA
Direct Line: (306) 791-2503
Fax: (306) 543-9655
e-mail: dcanham.drc@sasktel.net

From: Laura M. Ward [<mailto:l.ward@mckercher.ca>]
Sent: Thursday, January 16, 2014 2:17 PM
To: dcanham.drc@sasktel.net
Cc: David J. Bishop
Subject: GTHA Purchase from 101225232 Saskatchewan Ltd.

Good afternoon,

Further to your discussions with David Bishop regarding the above captioned matter, attached please find the First Amending Agreement. Please have your client execute the Agreement and return a copy of same to our office as soon as possible.

Should you have any questions or concerns, please let us know. Thank you.

Laura M. Ward
Legal Assistant, Real Estate
McKercher LLP
90 - 2220 12th Avenue, Regina, SK S4P0M8
Direct Line: 306.565.6566 | Main Line: 306.565.6500
Facsimile: 306.565.6565 | www.mckercher.ca

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OFFER TO PURCHASE - FARMLAND

The Global Transportation Hub Authority (hereinafter "GTHA")
 Address: 305-1777 Victoria Avenue, Regina, Saskatchewan, c/o Bryan Richards 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 Anthony Marquart 29(1)
 Address: 116 Albert Street, Regina, Saskatchewan, Phone: 790 9277
 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)(b)(i)

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 **\$21,033,780.00 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.

17(1)(a)(b)(i)

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;

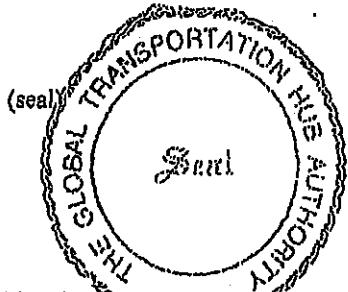
any deleterious or hazardous substances, nor is the Vendor aware of any deleterious or hazardous substances migrating onto the Property from adjoining properties, and the Vendor has at all times complied with existing environmental laws or regulations, or the terms of any permits or licenses, and has 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

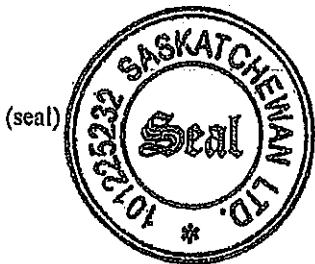
Per:


Bryan Richards

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.

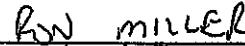


10122523 SASKATCHEWAN LTD.

Per:



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

Vendor's Solicitor: 
Address: 116 ALBERT STREET, REGINA, SK, S4R 2N2
Phone #: 306 561 4187
Fax #: 306 543 9655

Schedule "A" – Permitted Encumbrances

As to Surface Parcel #165025414:

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

Interest Register #101206235 – CNV Basement 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 Basement registered December 3, 1999 in favour of Saskatchewan Telecommunications

FIRST AMENDING AGREEMENT

THIS AGREEMENT made effective the 17th day of January, 2014.

AMONG:

THE GLOBAL TRANSPORTATION HUB AUTHORITY
(hereinafter referred to as "GTHA" or "Purchaser")

-and-

101225232 SASKATCHEWAN LTD.
(hereinafter referred to as the "Vendor")

WHEREAS the Parties entered into a Offer to Purchase Farmland made by the Purchaser on December 23, 2013, and accepted by the Vendor on December 24, 2013 (the "Original Agreement");

AND WHEREAS the Parties both wish to amend the specific terms of the Original Agreement;

AND WHEREAS, this Agreement is referred to as the "First Amending Agreement";

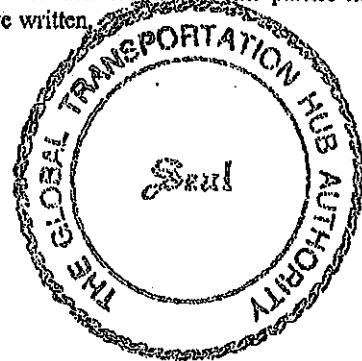
NOW THEREFORE, in consideration of the mutual covenants, conditions and agreements herein and for other goods and valuable consideration, the Parties agree the Original Agreement is amended as follows:

1. The Purchaser's Goods and Services Tax registration number is 841586431RT0001.
2. The transaction of purchase and sale is to be completed on or before March 3, 2014.
3. The Parties hereby agree that all the other definitions, terms and conditions contained in the Original Agreement, unless specifically amended by this First Amending Agreement, remains in full force and effect.
4. The Parties hereby agree that any future amendments to either the Original Agreement or the First Amending Agreement must be agreed to in writing.
5. This First Amending Agreement may be executed (by facsimile or otherwise) in any number of counter-parts, each of which so executed shall deemed to be an original, but all counter-parts shall constitute one and the same instrument.
6. The Original Agreement is hereby modified in all respects necessary to give effect to the provision of this First Amending Agreement. The Original Agreement, as amended by this First Amending Agreement, and all covenants, provisos, powers, matters and things whatsoever therein are hereby ratified and confirmed and declared to be in full force and effect and shall bind the parties hereto.
7. Each party agrees that it will execute such further agreements or documents as may be required or contemplated by this First Amending Agreement to permit full compliance with the terms of the First Amending Agreement and its purpose and intent.
8. This First Amending Agreement shall entitle to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

R

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and year first
above written.

(c/s)



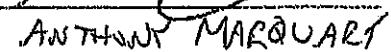
THE GLOBAL TRANSPORTATION HUB
AUTHORITY

Per:



101225232 SASKATCHEWAN LTD

Per:



(c/s)

2



350-1777 Victoria Avenue
REGINA SK S4P 4K5
Phone: (306)787-4842
Fax: (306)798-4600
www.thegth.com

July 10, 2013

Anthony Marquart, President
Royalty Developments
P.O. Box 611, Station Main
Regina, SK
S4P 3A3

Dear Mr. Marquart,

On behalf of the Provincial Government, I am writing to express interest in land parcels adjacent to the Global Transportation Hub. Officials will be in contact with you in the very near future to discuss details and opportunities for a potential purchase.

Regards,

Chris Dekker, CEO

Saskatchewan's Gateway to the World

