

07

Search Results

Search By: Title Details
With Criteria: As Of Date = 23-Dec-2013 08:43:34
Title Number = 143310912
Audit: **History:**

[Printer-Friendly Version](#)

Province of Saskatchewan Land Titles Registry Title

Title #: 143310912 **As of:** 23 Dec 2013 08:43:34
Title Status: Active **Last Amendment Date:** 10 Dec 2013 11:40:04.430
Parcel Type: Surface **Issued:** 26 Feb 2013 16:11:43.920
Parcel Value: \$9,818,588.00 CAD
Title Value: \$9,818,588.00 CAD **Municipality:** CITY OF REGINA
Converted Title: 96R32979
Previous Title and/or Abstract #: 139832927

101225232 SASKATCHEWAN LTD. is the registered owner of Surface Parcel
#165025414

Reference Land Description: NW Sec 20 Twp 17 Rge 20 W2 Extension 1

This title is subject to any registered interests set out below and the exceptions, reservations and interests mentioned in section 14 of *The Land Titles Act, 2000*.

Registered Interests:

Interest #: 161956244 **CNV Easement** **Value:** N/A
 Reg'd: 29 Aug 1978 02:10:43
 Interest Register Amendment
 Date: N/A
 Interest Assignment
 Date: 18 Jan 2012 10:23:14
 Expiry Date: N/A

Holder:
TRANSGAS LIMITED
1000 - 1777 VICTORIA AVENUE
REGINA, SK, Canada S4P 4K5
Client #: 100399484
Int. Register #: 101206224
Converted Instrument #: 78R42753
Feature #: 100035098

Interest #: 161956255	CNV Easement	Value: N/A Reg'd: 05 Oct 1979 02:12:29 Interest Register Amendment Date: N/A Interest Assignment Date: N/A Expiry Date: N/A
	Holder: KINDER MORGAN COCHIN ULC 1500 - 1874 SCARTH STREET REGINA, SK, Canada S4P 4E9 Client #: 100407642 Int. Register #: 101206235 Converted Instrument #: 79R48704 Feature #: 999999	
Interest #: 161956266	Public Utility Easement	Value: N/A Reg'd: 16 Aug 2010 11:10:20 Interest Register Amendment Date: N/A Interest Assignment Date: N/A Expiry Date: N/A
	Holder: Petroleum Transmission Company P.O. Box 11162, Suite 1100, 1055 West Georgia Street Vancouver, British Columbia, Canada V6E 3R5 Client #: 100939901 Int. Register #: 116678706	
Interest #: 161956277	Pipelines Act - Easement	Value: N/A Reg'd: 22 Dec 2010 14:19:31 Interest Register Amendment Date: 10 Dec 2013 11:40:04 Interest Assignment Date: N/A Expiry Date: N/A
	Plan 102126798	
	Holder: Kinder Morgan Cochin ULC #68 80 Chippewa Road Sherwood Park, Alberta, Canada T8A 4W6 Client #: 121164397 Int. Register #: 117048078	

Interest #:
161956288

Public Utility Easement

Value: N/A
Reg'd: 07 Feb 2011 11:43:49
Interest Register Amendment
Date: N/A
Interest Assignment
Date: N/A
Expiry Date: N/A

Holder:

Petroleum Transmission Company
P.O. Box 11162, Suite 1100, 1055 West Georgia Street
Vancouver, British Columbia, Canada V6E 3R5
Client #: 100939901
Int. Register #: 117140442

Interest #:
161956312

Mortgage

Value: \$6,081,725.00 CAD
Reg'd: 26 Feb 2013 16:11:48
Interest Register Amendment
Date: N/A
Interest Assignment
Date: N/A
Expiry Date: N/A

Holder:

CONEXUS CREDIT UNION 2006
P.O. Box 1960 Stn. Main
REGINA, Saskatchewan, Canada S4P 4M1
Client #: 102031591
Int. Register #: 118991841

No

Interest #:
161956334

Assignment of Rents

Value: N/A
Reg'd: 26 Feb 2013 16:11:49
Interest Register Amendment
Date: N/A
Interest Assignment
Date: N/A
Expiry Date: N/A

N/

Holder:

CONEXUS CREDIT UNION 2006
P.O. Box 1960 Stn. Main
REGINA, Saskatchewan, Canada S4P 4M1
Client #: 102031591
Int. Register #: 118991863

Addresses for Service:

Name

Owner:

101225232 SASKATCHEWAN LTD. 116 ALBERT STREET REGINA, SK, Canada S4R 2N2
Client #: 128333202

Address

Notes:

Parcel Class Code: Parcel (Generic)

To request a copy, click here 

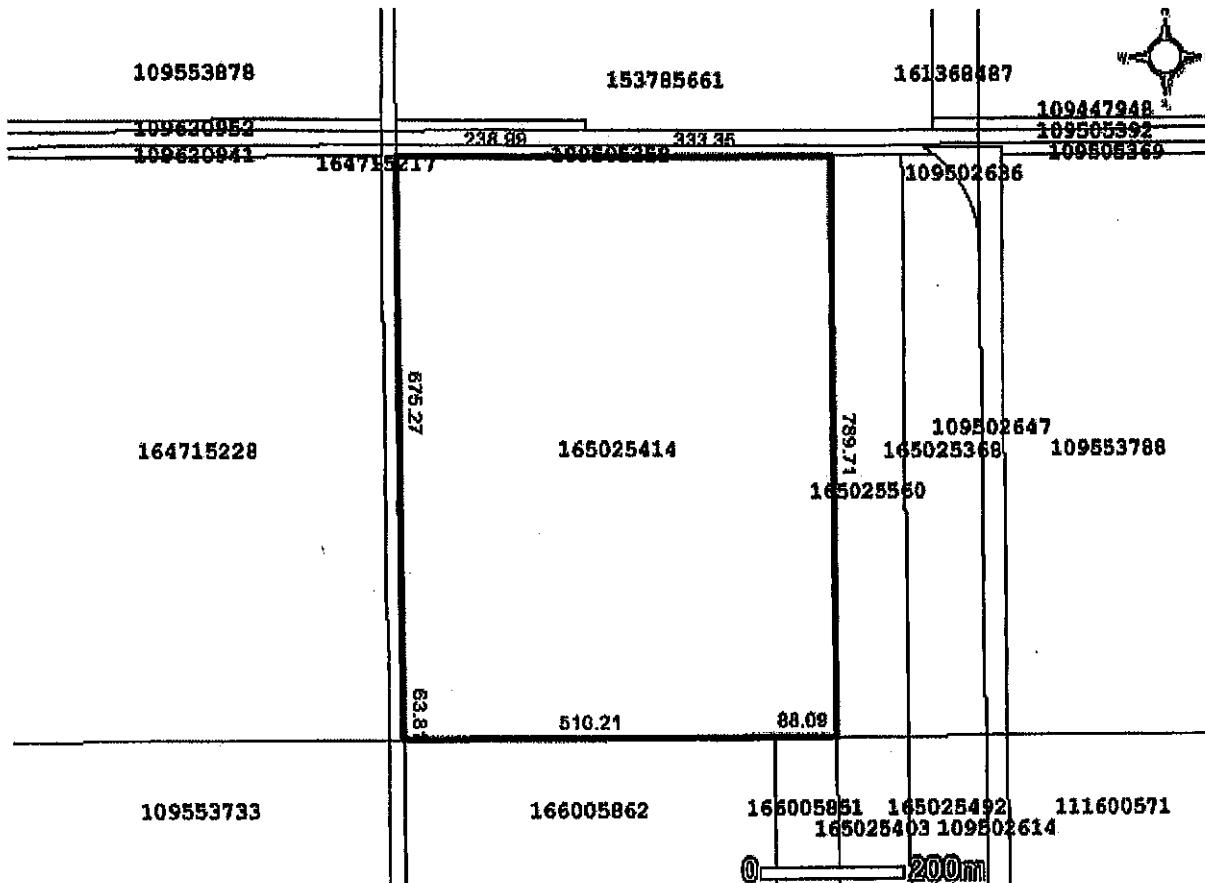
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**Information
Services
Corporation
of Saskatchewan**

**Surface Parcel Number: 165025414
LLD: NW 20-17-20-2 Ext 1
Parcel Class Code: Parcel (Generic)
Area: 47.292 hectares (116.86 acres)
Request Date: 23-Dec-2013 8:43:13 o'clock AM CST**



DISCLAIMER: THIS IS NOT A PLAN OF SURVEY. It is a consolidation of plans to assist in identifying the location, size and shape of a parcel in relation to other parcels. Parcel boundaries and area may have been adjusted to fit with adjacent parcels. To determine actual boundaries, dimensions, or area of any parcel, refer to the plan, or consult a surveyor.

Search Results**Search By:** Title Details**With Criteria:** As Of Date = 23-Dec-2013 08:45:24
Title Number = 143310473**Audit:**  **History:** [Printer-Friendly Version](#)

Province of Saskatchewan Land Titles Registry Title

Title #: 143310473**As of:** 23 Dec 2013 08:45:24**Title Status:** Active**Last Amendment Date:** 06 Mar 2013 13:30:25.453**Parcel Type:** Surface**Issued:** 26 Feb 2013 16:10:03.930**Parcel Value:** \$6,264,954.00 CAD**Title Value:** \$6,264,954.00 CAD **Municipality:** CITY OF REGINA**Converted Title:** 99RA25307**Previous Title and/or Abstract #:** 141187653

101225232 SASKATCHEWAN LTD. is the registered owner of Surface Parcel
#166005862

Reference Land Description: SW Sec 20 Twp 17 Rge 20 W2 Extension 2

This title is subject to any registered interests set out below and the exceptions, reservations and interests mentioned in section 14 of *The Land Titles Act, 2000*.

Registered Interests:**Interest #:**
161955119

CNV Easement

Value: N/A
Reg'd: 29 Aug 1978 01:11:15
Interest Register Amendment
Date: N/A
Interest Assignment
Date: 18 Jan 2012 10:18:16
Expiry Date: N/A**Holder:**TRANSGAS LIMITED
1000 - 1777 VICTORIA AVENUE
REGINA, SK, Canada S4P 4K5**Client #:** 100399484**Int. Register #:** 101206246**Converted Instrument #:** 78R42754**Feature #:** 100035098

Interest #:
161955120

CNV Easement

Value: N/A
Reg'd: 03 Dec 1999 00:47:08
Interest Register Amendment
Date: N/A
Interest Assignment
Date: N/A
Expiry Date: N/A

S'ly 7.5 metres

Holder:

Saskatchewan Telecommunications
13th Floor, 2121 Saskatchewan Drive
Regina, Saskatchewan, Canada S4P 3Y2
Client #: 100006861
Int. Register #: 101206257
Converted Instrument #: 99RA28285

Addresses for Service:

Name	Address
Owner: 101225232 SASKATCHEWAN LTD.	116 ALBERT STREET REGINA, SK, Canada S4R 2N2
Client #:	128333202

Notes:

Parcel Class Code: Parcel (Generic)

To request a copy, click here  \$

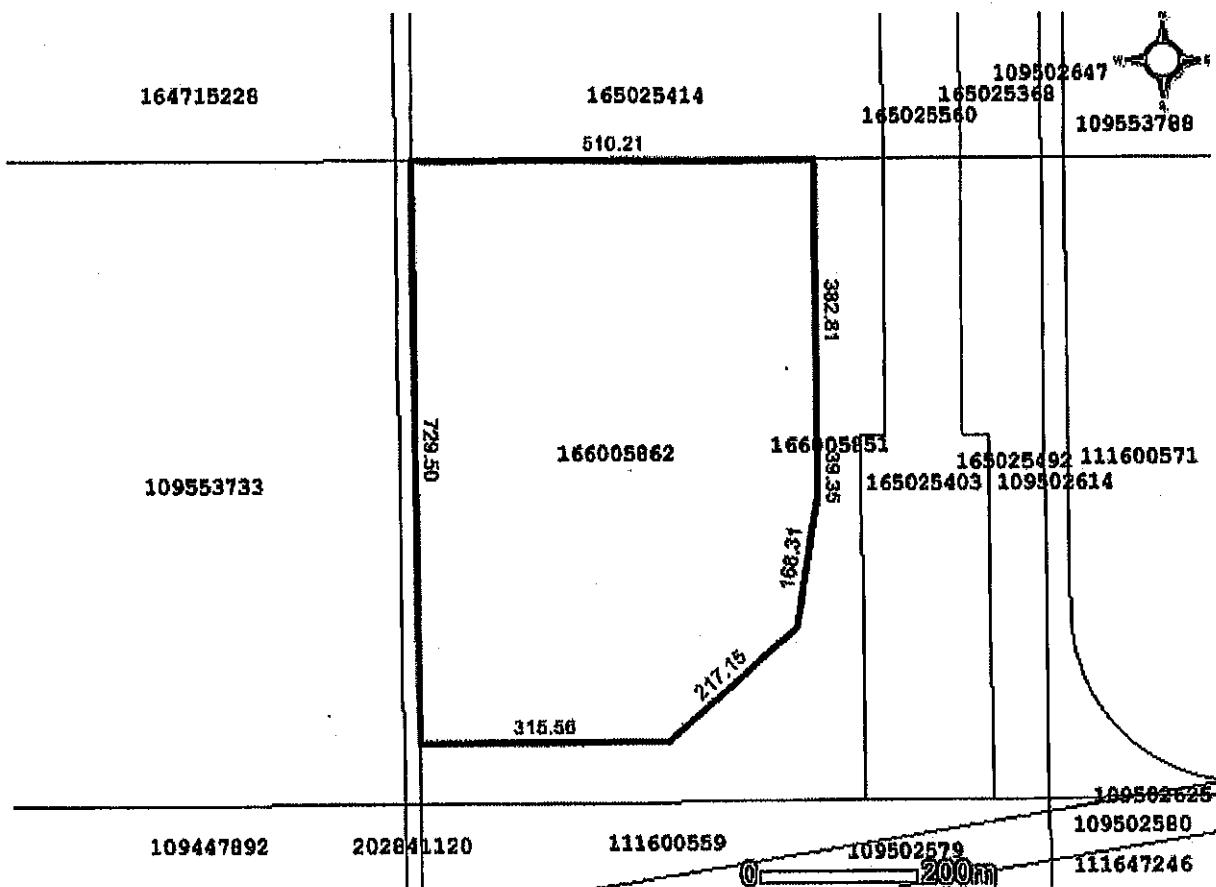
Close

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**Information
Services
Corporation
of Saskatchewan**

Surface Parcel Number: 166005862
LLD: SW 20-17-20-2 Ext 2
Parcel Class Code: Parcel (Generic)
Area: 35.371 hectares (87.40 acres)
Request Date: 23-Dec-2013 8:46:08 o'clock AM CST



DISCLAIMER: THIS IS NOT A PLAN OF SURVEY. It is a consolidation of plans to assist in identifying the location, size and shape of a parcel in relation to other parcels. Parcel boundaries and area may have been adjusted to fit with adjacent parcels. To determine actual boundaries, dimensions, or area of any parcel, refer to the plan, or consult a surveyor.

Saskatchewan



**Information
Services
Corporation**
OF SASKATCHEWAN

Corporate Registry

Profile Report

Entity No: 101225232
Entity Name: 101225232 SASKATCHEWAN LTD. As of: 23-Dec-2013

Entity Name: 101225232 SASKATCHEWAN LTD.

Entity Number: 101225232

**Status as of Profile
date:** Active

Entity Type: BUSINESS CORPORATION

Entity Sub Type: SASKATCHEWAN CORPORATION

Incorporation Date: 06-Feb-2013
Home Jurisdiction: SASKATCHEWAN
Annual Return/Renewal Date: 31-Mar-2014

Nature of Business: REAL ESTATE HOLDING COMPANY

Registered Office:

Name: 101225232 SASKATCHEWAN LTD.
Address: 116 ALBERT STREET
City/Province: REGINA, SK
Country/Postal Code: CANADA, S4R2N2
Attention: RONALD J. MILLER

Mailing Address:

Name: 101225232 SASKATCHEWAN LTD.
Address: 116 ALBERT STREET
City/Province: REGINA, SK
Country/Postal Code: CANADA, S4R2N2
Attention: RONALD J. MILLER

**Allowable Number of
Directors:** Min: 1 Max: 5

Director/Officer /Shareholder Information:

Dir Became:	06-Feb-2013	Director:	YES
Name:	MARQUART, ANTHONY	Officer Position:	PRESIDENT
Address:	18 SAPPHIRE BAY		
City/Province:	EMERALD PARK,		

SK

Country/Postal Code: CANADA, S4L1A8
 Resident Canadian: YES

Director/Officer /Shareholder Information:

Dir Became: 06-Feb-2013
 Name: ROTSTIEN,
 HAROLD
 2264 LORNE
 Address: STREET
 City/Province: REGINA, SK
 Country/Postal Code: CANADA, S4P2M7
 Resident Canadian: YES

Director/Officer/Shareholder Information:

Name:	HARNEI MANAGEMENT LTD.	Director:	NO
Address:	2264 LORNE STREET	Shareholder:	YES
City/Province:	REGINA, SK	Class Name:	Class A
Country/Postal Code:	CANADA, S4P2M7	Shares Held:	50.00

Director/Officer/Shareholder Information:
 Name: ROYALTY DEVELOPMENTS LTD.
 Address: PO BOX 611 STN MAIN
 City/Province: REGINA, SK
 Country/Postal Code: CANADA, S4P3A3

Director:	NO
Shareholder:	YES
Class Name:	Class A
Shares Held:	50.00

Share Structure:

Class	Voting Rights	Authorized Number	Issued Number
Class A	YES	UNLIMITED	100.00
Class B	NO	UNLIMITED	00.00
Total Number of Shares Issued:			100.00

General Information:

Licensed with Consumer Protection Branch: NO

Event History:

<u>Event</u>	<u>Date</u>
INCORPORATION (Filed on the Web)	06-Feb-2013
CHANGE SHAREHOLDERS (Filed on the Web)	24-Feb-2013

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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) Fax: 790 9277
 Address: 116 Albert Street, Regina, Saskatchewan, Phone: 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)(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 \$21,038,780.00 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.

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;

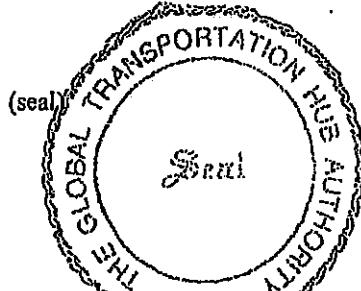
any deleterious or hazardous substances, nor is the Vendor aware of any deleterious or hazardous substances migrating onto the Property from adjoining properties, and the Vendor has at all times complied with existing environmental laws or regulations, or the terms of any permits or licenses, and has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



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: Ryn Miller
Address: 116 ALBERT STREET, REGINA, SK, S4R 2N2
Phone #: 306 566 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

Flanagan, Lou GTH

From: Wagar, Blair GTH
Sent: Monday, December 23, 2013 4:11 PM
To: Flanagan, Lou GTH
Subject: Fw: URGENT - Re: Purchase from 101225232 SK Ltd.

Pls print.

Blair Wagar

From Wireless Handheld

From: Richards, Bryan GTH
Sent: Monday, December 23, 2013 03:17 PM
To: Wagar, Blair GTH
Subject: Re: URGENT - Re: Purchase from 101225232 SK Ltd.

Thanks blair. Based on your understanding from minister/chair, let's proceed as directed.

Bryan

From: Wagar, Blair GTH
Sent: Monday, December 23, 2013 11:11 AM
To: Richards, Bryan GTH
Subject: URGENT - Re: Purchase from 101225232 SK Ltd.

Bryan,

We are moving forward with the offer to purchase the land owned by Marquard (seller).

17(1)(b)(i)

Blair Wagar

From Wireless Handheld

From: David J. Bishop [<mailto:d.bishop@mckercher.ca>]
Sent: Monday, December 23, 2013 02:23 PM
To: Wagar, Blair GTH
Subject: RE: Purchase from 101225232 SK Ltd.

I can

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: Wagar, Blair GTH [<mailto:blair.wagar@thegth.com>]
Sent: December 23, 2013 2:21 PM
To: David J. Bishop
Cc: Malach, Pam GTH
Subject: Re: Purchase from 101225232 SK Ltd.

David,

22(a)(b)

Blair Wagar

From Wireless Handheld

From: David J. Bishop [<mailto:d.bishop@mckercher.ca>]
Sent: Monday, December 23, 2013 01:21 PM
To: Wagar,
Cc: Malach,
Subject: Purchase from 101225232 SK Ltd.

Blair
Pam

GTH
GTH

22(a)(b)

avid Bishop

Colette Woos

Legal Assistant

McKercher LLP

500 - 2220 12th Avenue, Regina, SK S4P0M8

Direct Line: 306.565.6558 | Main Line: 306.565.6500

Facsimile: 306.565.6555 | www.mckercher.ca

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Wagar, Blair GTH

From: Wagar, Blair GTH
Sent: December 24, 2013 10:37 AM
To: 'louisranger 29(1)
Cc: Schroeder, Matt GTH; Richards, Bryan GTH
Subject: Fw: Update - Marquart Land

Hi Louis,

As the Chair of the A&F committee we wanted to update you on the outcome from the Government's Dec 18th and Board's Dec 19th decision to acquire the lands to the East of the GTH. As of 10:00am today we have an accepted offer to purchase with a closing date set for February 14, 2014. The purchase price is just over \$21M for the 203 acres.

Merry Christmas Louis and all the best for 2014.

Cheers,

Blair Wagar

From Wireless Handheld

----- Original Message -----

From: Wagar, Blair GTH
Sent: Tuesday, December 24, 2013 10:26 AM
To: Richards, Bryan GTH
Cc: Baker, Cam ECON; Pushor, Laurie ECON; Schroeder, Matt GTH
Subject: Re: Update - Marquart Land

Bryan,

Further to my note below, we have an ACCEPTED Offer to Purchase. I received the signed Offer back from the seller at 10:02am this morning. The next step is to ensure all the proper closing documentation and funds is in place on or before February 14, 2014.

I've copied Matt into this note so he is up to date on status of this purchase and the timing for the funds for closing.

I will also sent Louis an update as the Chair of the A&F Committee so he's up to date.

Merry Christmas all!

Blair Wagar

From Wireless Handheld

--- Original Message -----

From: Wagar, Blair GTH
Sent: Monday, December 23, 2013 10:00 PM
To: Richards, Bryan GTH
Cc: Baker, Cam ECON; Pushor, Laurie ECON

Subject: Update - Marquart Land

Hi Bryan,

As per instructions, I've emailed an unconditional Offer to Purchase the two parcels of land between the GTH and the West Regina Bypass. The seller is a SK numbered company who's President is Anthony Marquart.

The total purchase price is just over \$21M for the 203 acres.

17(1)(b)(i)(iii)

If the offer is accepted, the closing date is set for February 14, 2014.

Blair Wagar

From Wireless Handheld

Wagar, Blair GTH

From: Wagar, Blair GTH
Sent: January 7, 2014 4:26 PM
To: Baker, Cam ECON
Cc: Richards, Bryan GTH
Subject: 16(1)

Importance: High

Hi Cam,

16(1)

Thanks

Blair

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

1777 VICTORIA AVENUE
REGINA SK S4P 4K5
P: 306.798.4602 C: 306.539.2778
F: 306.798.4600
www.thegth.com

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,

Jan

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 ok. BW.

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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.

22(c)

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,

22(c)

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.

22(c)

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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Province of Saskatchewan

Order in Council 44/2014

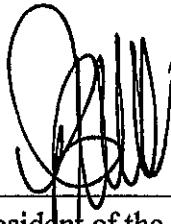
Approved and Ordered: 27 February 2014

Lieutenant Governor Administrator

On the recommendation of the undersigned, the Lieutenant Governor, by and with the advice and consent of the Executive Council, orders that The Global Transportation Hub Authority is approved to purchase the following lands from 100225232 Saskatchewan Ltd. for a total price not to exceed \$21,038,780.00 consisting of about 204 acres (82.69 hectares):

Surface Parcel #165025414 Reference Land Description: NW Sec 20 Twp 17 Rge 20 W2 Extension 1 (116.86 acres or 47.31 hectares); and

Surface Parcel #166005862 Reference Land Description: SW Sec 20 Twp 17 Rge 20 W2 Extension 1 (87.40 acres or 35.38 hectares).


 President of the Executive Council

(For administrative purposes only.)

Recommended by: Minister Responsible for The Global Transportation Hub Authority
 Authority: *The Global Transportation Hub Authority Act, section 6*

JAG MW - 12-02-14

Monastyrski, Kandace GTH

From: David J. Bishop <d.bishop@mckercher.ca>
Sent: Monday, December 23, 2013 5:23 PM
To: Wagar, Blair HI
Subject: Re: Purchase from 101225232 SK Ltd.

Yep got both emails..

From: Wagar, Blair GTH [<mailto:blair.wagar@thegth.com>]
Sent: Monday, December 23, 2013 05:06 PM
To: David J. Bishop
Cc: Colette L. Wolos
Subject: Re: Purchase from 101225232 SK Ltd.

You bet, thanks for your help. Will connect tomorrow....then shut down for Christmas!

Later,

Blair
Blair Wagar

From Wireless Handheld

From: David J. Bishop [<mailto:d.bishop@mckercher.ca>]
Sent: Monday, December 23, 2013 04:54 PM
To: Wagar, Blair GTH
Cc: Colette L. Wolos <c.wolos@mckercher.ca>
Subject: Re: Purchase from 101225232 SK Ltd.

No problem. Thanks. Got it done.!!!

From: Wagar, Blair GTH [<mailto:blair.wagar@thegth.com>]
Sent: Monday, December 23, 2013 04:53 PM
To: David J. Bishop
Subject: Re: Purchase from 101225232 SK Ltd.

Thanks David,

22(a)(b)

Blair Wagar

From Wireless Handheld

From: David J. Bishop [<mailto:d.bishop@mckercher.ca>]
Sent: Monday, December 23, 2013 03:06 PM
To: Wagar, Blair GTH
Subject: RE: Purchase from 101225232 SK Ltd.

Thanks my home ## is29(1)

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

This message and any attachments are solely for the use of intended recipients. They may contain privileged and/or confidential information. If you are not the intended recipient, you are hereby notified that you received this email in error, and that any review, dissemination, distribution or copying of this email and any attachment is strictly prohibited. If you receive this email in error please contact the sender and delete the message and any attachments associated therewith from your computer. Your cooperation in this matter is appreciated.

From: Wagar, Blair GTH [<mailto:blair.wagar@thegth.com>]
Sent: December 23, 2013 3:03 PM
To: David J. Bishop
Cc: Malach, Pam GTH
Subject: Re: Purchase from 101225232 SK Ltd.

Thanks David,

Will get this out shortly.

Blair Wagar

From Wireless Handheld

From: David J. Bishop [<mailto:d.bishop@mckercher.ca>]
Sent: Monday, December 23, 2013 02:50 PM
To: Wagar, Blair GTH
Cc: Malach, Pam GTH
Subject: Purchase from 101225232 SK Ltd.

Please find attached the revised Offer to Purchase. Please note we have removed all conditions.

David Bishop

Colette Wolos
Legal Assistant
McKercher LLP

500 - 2220 12th Avenue, Regina, SK S4P0M8
Direct Line: 306.565.6558 | Main Line: 306.565.6500
Facsimile: 306.565.6565 | www.mckercher.ca

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Richards, Bryan GTH

From: Pushor, Laurie ECON
Sent: Thursday, December 19, 2013 9:09 AM
To: Richards, Bryan GTH
Cc: Baker, Cam ECON
Subject: Land aquisition

We have approval to aquire the land we have been discussing for the purchase price of \$103,000 per acre. Would you please proceed with an offer to Mr. Marquard as soon as possible?

I will be happy to assist if you need anything further from me, in the meantime I will contact highways to ensure they are ready with the land they will need and we can get that underway so you aren't held up in selling that portion to them.

Call if you have questions.

Laurie

Laurie Pushor
Senior Advisor
Ministry of the Economy
Government of Saskatchewan
Office 306-933-7880
Cell 306-527-1132
Email laurie.pushor@gov.sk.ca

Richards, Bryan GTH

From: Wagar, Blair GTH
Sent: Thursday, December 19, 2013 3:35 PM
To: Richards, Bryan GTH; Pushor, Laurie ECON
Cc: Baker, Cam ECON
Subject: RE: Land acquisition

Hi Laurie,

Couple of questions I'm hoping you can help me with:

1. Are you able to provide me with the legal name of the individual or company we are to insert into the formal Offer to Purchase? Want to be sure have this right as it will be who the cheque is made out to.
2. Can you provide expectations on a closing date? 17(1)(b)(i), 16(1)
3. Can you confirm the parcels the GTH is to purchase are as follows:

NW 20-17-20 W2 – about 116.86 acres

SW 20-17-20 W2 – about 87.40 acres

Thanks,

Blair

From: Richards, Bryan GTH
Sent: December 19, 2013 2:27 PM
To: Pushor, Laurie ECON
Cc: Baker, Cam ECON; Wagar, Blair GTH
Subject: Re: Land aquisition

Thanks Laurie,

I have reviewed with blair this morning and he will be in contact about raising an offer for this land as soon as feasible.

Bryan

From: Pushor, Laurie ECON
Sent: Thursday, December 19, 2013 5:09 AM
To: Richards, Bryan GTH
Cc: Baker, Cam ECON
Subject: Land aquisition

We have approval to aquire the land we have been discussing for the purchase price of \$103,000 per acre. Would you please proceed with an offer to Mr. Marquard as soon as possible?

I will be happy to assist if you need anything further from me, in the meantime I will contact highways to ensure they are ready with the land they will need and we can get that underway so you aren't held up in selling that portion to them.

Call if you have questions.

Laurie

Laurie Pushor
Senior Advisor
Ministry of the Economy
Government of Saskatchewan
Office 306-933-7880
Cell 306-527-1132
Email laurie.pushor@gov.sk.ca

Schroeder, Matt GTH

From: Wagar, Blair GTH
Sent: Friday, December 20, 2013 4:35 PM
To: 'David J. Bishop'
Cc: Malach, Pam GTH; Richards, Bryan GTH
Subject: RE: Land acquisition
Attachments: RE: Land acquisition

Hi David,

22(a)(b)

Blair

From: David J. Bishop [<mailto:d.bishop@mckercher.ca>]
Sent: December 19, 2013 3:19 PM
To: Wagar, Blair GTH
Subject: RE: Land aquisition

No problem.

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: Wagar, Blair GTH [<mailto:blair.wagar@thegth.com>]
Sent: December 19, 2013 3:15 PM
To: David J. Bishop
Subject: FW: Land aquisition
Importance: High

David,

22(a)(b)

From: Richards, Bryan GTH
Sent: December 19, 2013 2:27 PM
To: Pushor, Laurie ECON
Cc: Baker, Cam ECON; Wagar, Blair GTH
Subject: Re: Land aquisition

Thanks Laurie.

I have reviewed with blair this morning and he will be in contact about raising an offer for this land as soon as feasible.

Bryan

From: Pushor, Laurie ECON
Sent: Thursday, December 19, 2013 5:09 AM
To: Richards, Bryan GTH
Cc: Baker, Cam ECON
Subject: Land aquisition

We have approval to aquire the land we have been discussing for the purchase price of \$103,000 per acre. Would you please proceed with an offer to Mr. Marquard as soon as possible?

I will be happy to assist if you need anything further from me, in the meantime I will contact highways to ensure they are ready with the land they will need and we can get that underway so you aren't held up in selling that portion to them.

Call if you have questions.

Laurie

Laurie Pushor
Senior Advisor
Ministry of the Economy
Government of Saskatchewan
Office 306-933-7880
Cell 306-527-1132
Email laurie.pushor@gov.sk.ca

OFFER TO PURCHASE – FARMLAND

The Global Transportation Hub Authority (hereinafter “GTHA”)

Address: 305-1777 Victoria Avenue, Regina, Saskatchewan, c/o Blair Wagar 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: 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: _____
Blair Wagar

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

OFFER TO PURCHASE – FARMLAND

The Global Transportation Hub Authority (hereinafter “GTHA”)

Address: 305-1777 Victoria Avenue, Regina, Saskatchewan, c/o Blair Wagar 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: 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;

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: _____
Blair Wagar

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

Schroeder, Matt GTH

From: Wagar, Blair GTH
Sent: Thursday, January 16, 2014 5:06 PM
To: Richards, Bryan GTH
Cc: Pidskalny, Kandace GTH
Subject: FW: Marquart - Amending Agreement for Closing Date
Attachments: First Amending Agreement (R1080935).docx

Bryan,

17(1)(b)(i), 16(1)

Blair

From: Laura M. Ward [<mailto:l.ward@mckercher.ca>]
Sent: January 16, 2014 3:54 PM
To: Wagar, Blair GTH
Cc: David J. Bishop
Subject: RE: Marquart - Amending Agreement for Closing Date

Attached is the First Amending Agreement with a closing date of March 3, 2014.

Please have the Agreement executed and returned to us as soon as possible. Thank you.

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

From: David J. Bishop
Sent: Thursday, January 16, 2014 12:31 PM
To: Wagar, Blair GTH
Cc: Richards, Bryan GTH; Malach, Pam GTH; Laura M. Ward
Subject: RE: Marquart - Amending Agreement for Closing Date

22(a)(b)

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

From: Wagar, Blair GTH [<mailto:blair.wagar@thegth.com>]
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,

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



FIRST AMENDING AGREEMENT

THIS AGREEMENT made effective the _____ 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 enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

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

**THE GLOBAL TRANSPORTATION HUB
AUTHORITY**

(c/s)

Per: _____

101225232 SASKATCHEWAN LTD.

(c/s)

Per: _____

Schroeder, Matt GTH

From: Wagar, Blair GTH
Sent: Monday, December 23, 2013 3:22 PM
To: Flanagan, Lou GTH
Subject: Fw: Purchase from 101225232 SK Ltd.
Attachments: Offer to Purchase - Farmland from 101225232 Sask Ltd. (R1067767).doc

Pls print attachment and put with other items I just printed. I'm on my way into the office.

Blair Wagar

From Wireless Handheld

From: David J. Bishop [mailto:d.bishop@mckercher.ca]
Sent: Monday, December 23, 2013 02:50 PM
To: Wagar, Blair GTH
Cc: Malach, Pam GTH
Subject: Purchase from 101225232 SK Ltd.

22(a)(b)

David Bishop

Colette Wolos
Legal Assistant

McKercher LLP
500 - 2220 12th Avenue, Regina, SK S4P0M8
Direct Line: 306.565.6558 | Main Line: 306.565.6500
Facsimile: 306.565.6565 | www.mckercher.ca

This message and any attachments are solely for the use of intended recipients. They may contain privileged and/or confidential information. If you are not the intended recipient, you are hereby notified that you received this email in error, and that any review, dissemination, distribution or copying of this email and any attachment is strictly prohibited. If you receive this email in error please contact the sender and delete the message and any attachments associated therewith from your computer. Your cooperation in this matter is appreciated.

OFFER TO PURCHASE – FARMLAND

The Global Transportation Hub Authority (hereinafter “GTHA”)

Address: 305-1777 Victoria Avenue, Regina, Saskatchewan, c/o Blair Wagar 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: 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: _____
Blair Wagar

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

Schroeder, Matt GTH

From: Wagar, Blair GTH
Sent: Monday, December 23, 2013 3:21 PM
To: Flanagan, Lou GTH
Subject: Fw: Purchase from 101225232 SK Ltd.
Attachments: Offer to Purchase - Farmland from 101225232 Sask Ltd. (R1067767).doc; 108879.32_4020_20131223_13070928572.pdf

Lou,

Can you please print items 2-4 below.

Blair Wagar

From Wireless Handheld

From: David J. Bishop [<mailto:d.bishop@mckercher.ca>]
Sent: Monday, December 23, 2013 01:21 PM
To: Wagar, Blair GTH
Cc: Malach, Pam GTH
Subject: Purchase from 101225232 SK Ltd.

22(a)(b)

1.

David Bishop

Colette Wolos
Legal Assistant
McKercher LLP
500 - 2220 12th Avenue, Regina, SK S4P0M8
Direct Line: 306.565.6558 | Main Line: 306.565.6500
Facsimile: 306.565.6565 | www.mckercher.ca

This message and any attachments are solely for the use of intended recipients. They may contain privileged and/or confidential information. If you are not the intended recipient, you are hereby notified that you received this email in error, and that any review, dissemination, distribution or copying of this email and any attachment is strictly prohibited. If you receive this email in error please contact the sender and delete the message and any attachments associated therewith from your computer. Your cooperation in this matter is appreciated.

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Address: 305-1777 Victoria Avenue, Regina, Saskatchewan, c/o Blair Wagar 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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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: _____
Blair Wagar

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

Search Results

Search By: Title Details
With Criteria: As Of Date = 23-Dec-2013 08:43:34
 Title Number = 143310912

Audit: History:

[Printer-Friendly Version](#)

Province of Saskatchewan Land Titles Registry Title

Title #: 143310912 **As of:** 23 Dec 2013 08:43:34
Title Status: Active **Last Amendment Date:** 10 Dec 2013 11:40:04.430
Parcel Type: Surface **Issued:** 26 Feb 2013 16:11:43.920
Parcel Value: \$9,818,588.00 CAD
Title Value: \$9,818,588.00 CAD **Municipality:** CITY OF REGINA
Converted Title: 96R32979
Previous Title and/or Abstract #: 139832927

101225232 SASKATCHEWAN LTD. is the registered owner of Surface Parcel
 #165025414

Reference Land Description: NW Sec 20 Twp 17 Rge 20 W2 Extension 1

This title is subject to any registered interests set out below and the exceptions, reservations and interests mentioned in section 14 of *The Land Titles Act, 2000*.

Registered Interests:

Interest #:
161956244 CNV Easement **Value:** N/A
Reg'd: 29 Aug 1978 02:10:43 **Interest Register Amendment:**
Date: N/A **Interest Assignment:**
Date: 18 Jan 2012 10:23:14 **Expiry Date:** N/A

Holder:

TRANSGAS LIMITED
 1000 - 1777 VICTORIA AVENUE
 REGINA, SK, Canada S4P 4K5
Client #: 100399484
Int. Register #: 101206224
Converted Instrument #: 78R42753
Feature #: 100035098

Interest #:
161956255

CNV Easement

Value: N/A
Reg'd: 05 Oct 1979 02:12:29
Interest Register Amendment
Date: N/A
Interest Assignment
Date: N/A
Expiry Date: N/A

Holder:
KINDER MORGAN COCHIN ULC
1500 - 1874 SCARTH STREET
REGINA, SK, Canada S4P 4E9
Client #: 100407642
Int. Register #: 101206235
Converted Instrument #: 79R48704
Feature #: 999999

Interest #:
161956266

Public Utility Easement

Value: N/A
Reg'd: 16 Aug 2010 11:10:20
Interest Register Amendment
Date: N/A
Interest Assignment
Date: N/A
Expiry Date: N/A

Holder:
Petroleum Transmission Company
P.O. Box 11162, Suite 1100, 1055 West Georgia Street
Vancouver, British Columbia, Canada V6E 3R5
Client #: 100939901
Int. Register #: 116678706

Interest #:
161956277

Pipelines Act - Easement

Value: N/A
Reg'd: 22 Dec 2010 14:19:31
Interest Register Amendment
Date: 10 Dec 2013 11:40:04
Interest Assignment
Date: N/A
Expiry Date: N/A

Plan 102126798

Holder:
Kinder Morgan Cochin ULC
#68 80 Chippewa Road
Sherwood Park, Alberta, Canada T8A 4W6
Client #: 121164397
Int. Register #: 117048078

Interest #:
161956288

Public Utility Easement

Value: N/A
Reg'd: 07 Feb 2011 11:43:49
Interest Register Amendment
Date: N/A
Interest Assignment
Date: N/A
Expiry Date: N/A

Holder:

Petroleum Transmission Company
P.O. Box 11162, Suite 1100, 1055 West Georgia Street
Vancouver, British Columbia, Canada V6E 3R5

Client #: 100939901

Int. Register #: 117140442

Interest #:
161956312

Mortgage

Value: \$6,081,725.00 CAD
Reg'd: 26 Feb 2013 16:11:48
Interest Register Amendment
Date: N/A
Interest Assignment
Date: N/A
Expiry Date: N/A

Holder:

CONEXUS CREDIT UNION 2006
P.O. Box 1960 Stn. Main
REGINA, Saskatchewan, Canada S4P 4M1

Client #: 102031591

Int. Register #: 118991841

No

Interest #:
161956334

Assignment of Rents

Value: N/A
Reg'd: 26 Feb 2013 16:11:49
Interest Register Amendment
Date: N/A
Interest Assignment
Date: N/A
Expiry Date: N/A

NJ

Holder:

CONEXUS CREDIT UNION 2006
P.O. Box 1960 Stn. Main
REGINA, Saskatchewan, Canada S4P 4M1
Client #: 102031591
Int. Register #: 118991863

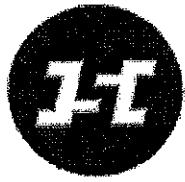
Addresses for Service:

Name	Address
Owner: 101225232 SASKATCHEWAN LTD. Client #: 128333202	116 ALBERT STREET REGINA, SK, Canada S4R 2N2
Notes: Parcel Class Code: Parcel (Generic)	

To request a copy, click here 

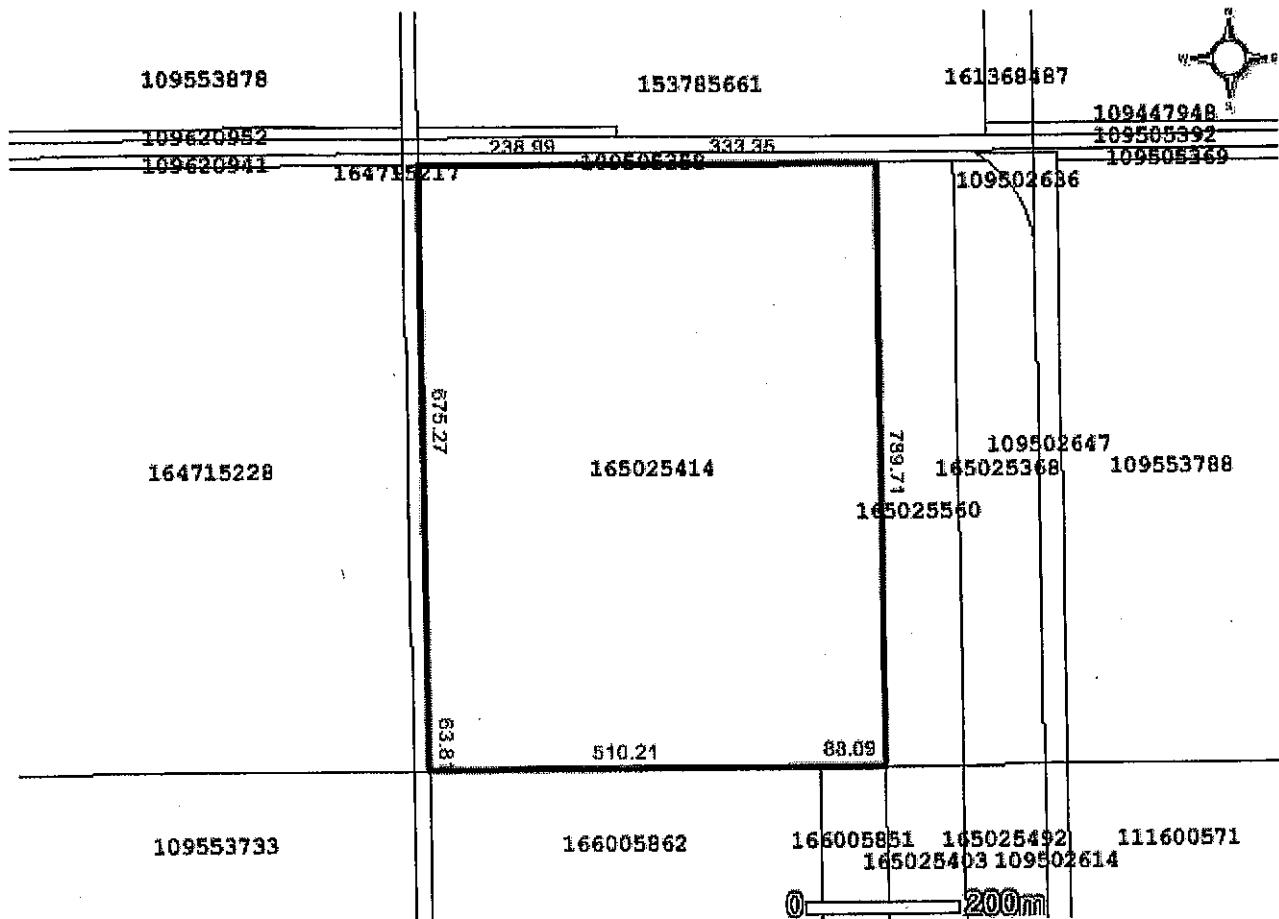
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**Information
Services
Corporation
of Saskatchewan**

**Surface Parcel Number: 165025414
LLD: NW 20-17-20-2 Ext 1
Parcel Class Code: Parcel (Generic)
Area: 47.292 hectares (116.86 acres)
Request Date: 23-Dec-2013 8:43:13 o'clock AM CST**



DISCLAIMER: THIS IS NOT A PLAN OF SURVEY. It is a consolidation of plans to assist in identifying the location, size and shape of a parcel in relation to other parcels. Parcel boundaries and area may have been adjusted to fit with adjacent parcels. To determine actual boundaries, dimensions, or area of any parcel, refer to the plan, or consult a surveyor.

Search Results

Search By: Title Details
With Criteria: As Of Date = 23-Dec-2013 08:45:24
Title Number = 143310473

Audit:  History: 

[Printer-Friendly Version](#)

Province of Saskatchewan Land Titles Registry Title

Title #: 143310473 **As of:** 23 Dec 2013 08:45:24
Title Status: Active **Last Amendment Date:** 06 Mar 2013 13:30:25.453
Parcel Type: Surface **Issued:** 26 Feb 2013 16:10:03.930
Parcel Value: \$6,264,954.00 CAD
Title Value: \$6,264,954.00 CAD **Municipality:** CITY OF REGINA
Converted Title: 99RA25307
Previous Title and/or Abstract #: 141187653

101225232 SASKATCHEWAN LTD. is the registered owner of Surface Parcel
#166005862

Reference Land Description: SW Sec 20 Twp 17 Rge 20 W2 Extension 2

This title is subject to any registered interests set out below and the exceptions, reservations and interests mentioned in section 14 of *The Land Titles Act, 2000*.

Registered Interests:

Interest #: 161955119	CNV Easement	Value: N/A Reg'd: 29 Aug 1978 01:11:15 Interest Register Amendment
		Date: N/A Interest Assignment
		Date: 18 Jan 2012 10:18:16 Expiry Date: N/A

Holder:

TRANSGAS LIMITED
1000 - 1777 VICTORIA AVENUE
REGINA, SK, Canada S4P 4K5

Client #: 100399484

Int. Register #: 101206246

Converted Instrument #: 78R42754

Feature #: 100035098

Interest #:
161955120

CNV Easement

Value: N/A
Reg'd: 03 Dec 1999 00:47:08
Interest Register Amendment
Date: N/A
Interest Assignment
Date: N/A
Expiry Date: N/A

S'ly 7.5 metres

Holder:

Saskatchewan Telecommunications
13th Floor, 2121 Saskatchewan Drive
Regina, Saskatchewan, Canada S4P 3Y2

Client #: 100006861

Int. Register #: 101206257

Converted Instrument #: 99RA28285

Addresses for Service:

Name	Address
Owner: 101225232 SASKATCHEWAN LTD.	116 ALBERT STREET REGINA, SK, Canada S4R 2N2
Client #:	128333202

Notes:

Parcel Class Code: Parcel (Generic)

To request a copy, click here 

Close

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**Information
Services
Corporation**
of Saskatchewan

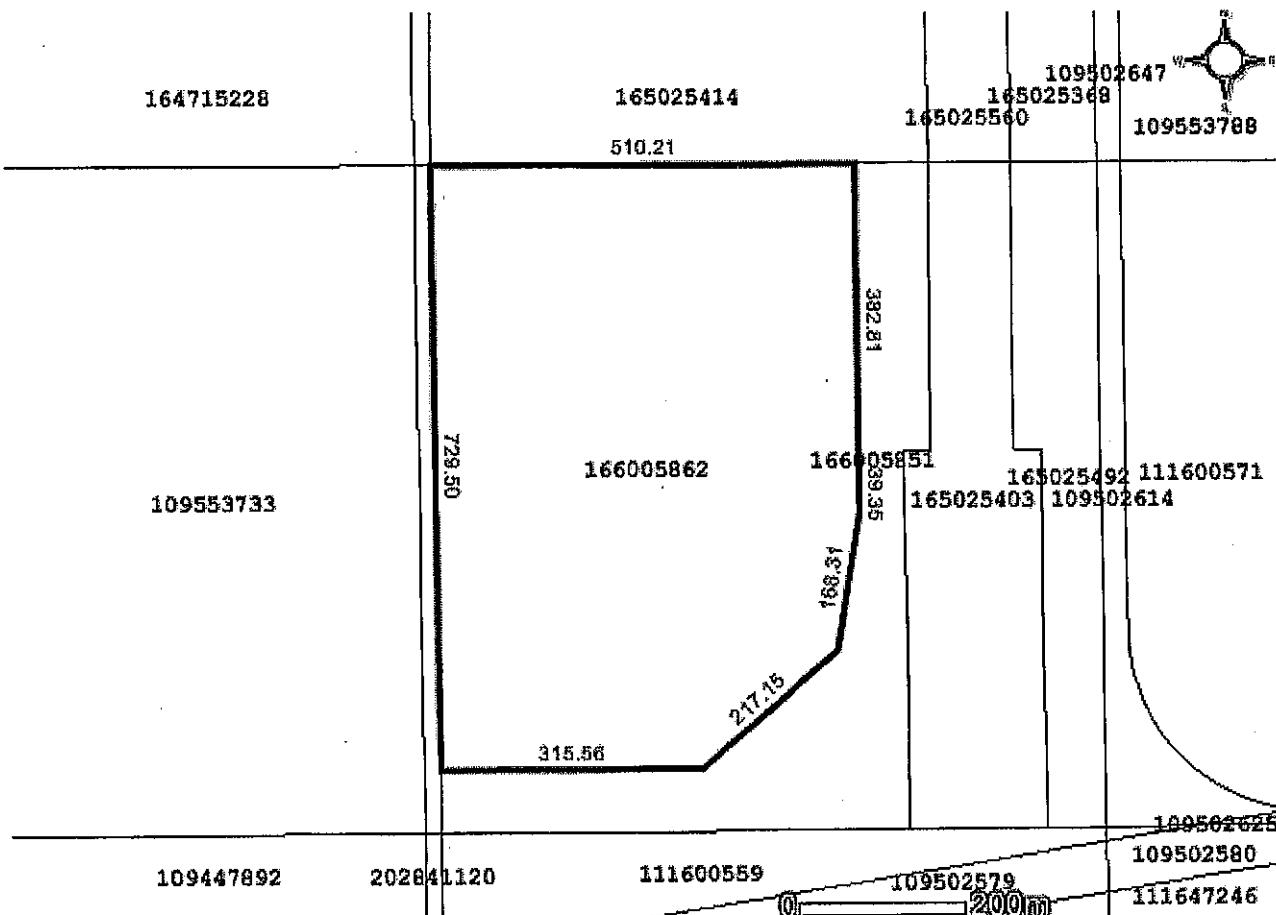
Surface Parcel Number: 166005862

LLD: SW 20-17-20-2 Ext 2

Parcel Class Code: Parcel (Generic)

Area: 35.371 hectares (87.40 acres)

Request Date: 23-Dec-2013 8:45:08 o'clock AM CST



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**Information
Services
Corporation
OF SASKATCHEWAN**

Corporate Registry

Profile Report

Entity No: 101225232
Entity Name: 101225232 SASKATCHEWAN LTD.

As of: 23-Dec-2013

Entity Name: 101225232 SASKATCHEWAN LTD.

Entity Number: 101225232

**Status as of Profile
date:** Active

Entity Type: BUSINESS CORPORATION
Entity Sub Type: SASKATCHEWAN CORPORATION

Incorporation Date: 06-Feb-2013
Home Jurisdiction: SASKATCHEWAN
**Annual Return/Renewal
Date:** 31-Mar-2014

Nature of Business: REAL ESTATE HOLDING COMPANY

Registered Office:

Name: 101225232 SASKATCHEWAN LTD.
Address: 116 ALBERT STREET
City/Province: REGINA, SK
Country/Postal Code: CANADA, S4R2N2
Attention: RONALD J. MILLER

Mailing Address:

Name: 101225232 SASKATCHEWAN LTD.
Address: 116 ALBERT STREET
City/Province: REGINA, SK
Country/Postal Code: CANADA, S4R2N2
Attention: RONALD J. MILLER

**Allowable Number of
Directors:** Min: 1 Max: 5

Director/Officer /Shareholder Information:

Dir Became:	06-Feb-2013	Director:	YES
Name:	MARQUART, ANTHONY	Officer Position:	PRESIDENT
Address:	18 SAPPHIRE BAY		
City/Province:	EMERALD PARK,		

SK

Country/Postal Code: CANADA, S4L1A8
 Resident Canadian: YES

Director/Officer /Shareholder Information:

Dir Became: 06-Feb-2013
 Name: ROTSTIEN,
 HAROLD
 Address: 2264 LORNE
 STREET
 City/Province: REGINA, SK
 Country/Postal Code: CANADA, S4P2M7
 Resident Canadian: YES

Director/Officer/Shareholder Information:

Name: HARNEI MANAGEMENT LTD. Director: NO
 Address: 2264 LORNE
 STREET
 City/Province: REGINA, SK Shareholder: YES
 Country/Postal Code: CANADA, S4P2M7

Class Name: Class A
 Shares Held: 50.00

Director/Officer/Shareholder Information:
 Name: ROYALTY DEVELOPMENTS
 LTD.
 Address: PO BOX 611 STN
 MAIN
 City/Province: REGINA, SK Shareholder: YES
 Country/Postal Code: CANADA, S4P3A3

Class Name: Class A
 Shares Held: 50.00

Share Structure:

Class	Voting Rights	Authorized Number	Issued Number
Class A	YES	UNLIMITED	100.00
Class B	NO	UNLIMITED	00.00
Total Number of Shares issued:			100.00

General Information:

Licensed with Consumer Protection Branch: NO

Event History:

<u>Event</u>	<u>Date</u>
INCORPORATION (Filed on the Web)	06-Feb-2013
CHANGE SHAREHOLDERS (Filed on the Web)	24-Feb-2013

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Schroeder, Matt GTH

From: Wagar, Blair GTH
Sent: Monday, December 23, 2013 3:21 PM
To: Richards, Bryan GTH
Subject: Re: URGENT - Re: Purchase from 101225232 SK Ltd.

Thanks Bryan.

Blair Wagar

From Wireless Handheld

From: Richards, Bryan GTH
Sent: Monday, December 23, 2013 03:17 PM
To: Wagar, Blair GTH
Subject: Re: URGENT - Re: Purchase from 101225232 SK Ltd.

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

Bryan

From: Wagar, Blair GTH
Sent: Monday, December 23, 2013 11:11 AM
To: Richards, Bryan GTH
Subject: URGENT - Re: Purchase from 101225232 SK Ltd.

Bryan,

17(1)(b)(i)

Blair Wagar

From Wireless Handheld

From: David J. Bishop [<mailto:d.bishop@mckercher.ca>]
Sent: Monday, December 23, 2013 02:23 PM
To: Wagar, Blair GTH
Subject: RE: Purchase from 101225232 SK Ltd.

I can

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: Wagar, Blair GTH [<mailto:blair.wagar@thegth.com>]
Sent: December 23, 2013 2:21 PM
To: David J. Bishop
Cc: Malach, Pam GTH
Subject: Re: Purchase from 101225232 SK Ltd.

David,

22(a)(b)

Blair Wagar

From Wireless Handheld

From: David J. Bishop [<mailto:d.bishop@mckercher.ca>]
Sent: Monday, December 23, 2013 01:21 PM
To: Wagar, Blair GTH
Cc: Malach, Pam GTH
Subject: Purchase from 101225232 SK Ltd.

22(a)(b)

1.

David Bishop

Colette Wolos
Legal Assistant
McKercher LLP

500 - 2220 12th Avenue, Regina, SK S4P0M8
Direct Line: 306.565.6558 | Main Line: 306.565.6500
Facsimile: 306.565.6565 | www.mckercher.ca

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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

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@29\(1\)](mailto:ron.miller@29(1)); 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@theqth.com]
Sent: December 23, 2013 5:41 PM
To: 'amarquart@royaltydevelopments.com'
Subject: Fw: Marquart Land Purchase

Hi Anthony,

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

Blair Wagar

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



CONFIDENTIALITY NOTICE

This e-mail was intended for a specific recipient. It may contain information that is privileged, confidential or exempt from disclosure. Any privilege that exists is not waived. If you are not the intended recipient, do not distribute it to another person or use it for any other purpose. Please delete it and advise me by return e-mail or telephone.

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;

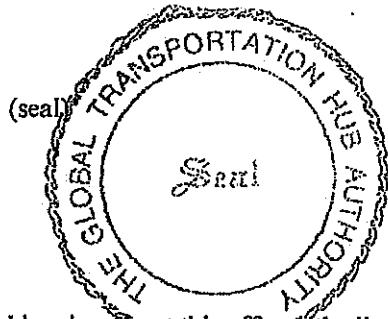
any deleterious or hazardous substances, nor is the Vendor aware of any deleterious or hazardous substances migrating onto the Property from adjoining properties, and the Vendor has at all times complied with existing environmental laws or regulations, or the terms of any permits or licenses, and has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

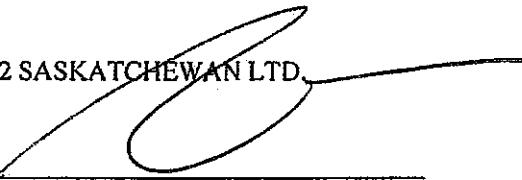
ACCEPTANCE

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: 

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 #: 306 547 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: Colette L. Wolos <c.wolos@mckercher.ca> on behalf of David J. Bishop <d.bishop@mckercher.ca>
Sent: Monday, December 23, 2013 2:50 PM
To: Wagar, Blair GTH
Cc: Malach, Pam GTH
Subject: Purchase from 101225232 SK Ltd.
Attachments: Offer to Purchase - Farmland from 101225232 Sask Ltd. (R1067767).doc

22(a)(b)

David Bishop

**Colette Wolos
Legal Assistant
McKercher LLP**

500 - 2220 12th Avenue, Regina, SK S4P0M8
Direct Line: 306.565.6558 | 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 Blair Wagar 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: 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: _____
Blair Wagar

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 #: _____

09

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: Wagar, Blair GTH
Sent: Friday, December 20, 2013 4:35 PM
To: 'David J. Bishop'
Cc: Malach, Pam GTH; Richards, Bryan GTH
Subject: RE: Land acquisition
Attachments: RE: Land acquisition

Hi David,

22(a)(b)

Blair

From: David J. Bishop [<mailto:d.bishop@mckercher.ca>]
Sent: December 19, 2013 3:19 PM
To: Wagar, Blair GTH
Subject: RE: Land aquisition

No problem.

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: Wagar, Blair GTH [<mailto:blair.wagar@theqth.com>]
Sent: December 19, 2013 3:15 PM
To: David J. Bishop
Subject: FW: Land aquisition
Importance: High

David,

22(a)(b)

From: Richards, Bryan GTH
Sent: December 19, 2013 2:27 PM
To: Pushor, Laurie ECON
Cc: Baker, Cam ECON; Wagar, Blair GTH
Subject: Re: Land aquisition

Thanks Laurie.

I have reviewed with blair this morning and he will be in contact about raising an offer for this land as soon as feasible.

Bryan

From: Pushor, Laurie ECON
Sent: Thursday, December 19, 2013 5:09 AM
To: Richards, Bryan GTH
Cc: Baker, Cam ECON
Subject: Land aquisition

We have approval to aquire the land we have been discussing for the purchase price of \$103,000 per acre. Would you please proceed with an offer to Mr. Marquard as soon as possible?

I will be happy to assist if you need anything further from me, in the meantime I will contact highways to ensure they are ready with the land they will need and we can get that underway so you aren't held up in selling that portion to them.

Call if you have questions.

Laurie

Laurie Pushor
Senior Advisor
Ministry of the Economy
Government of Saskatchewan
Office 306-933-7880
Cell 306-527-1132
Email laurie.pushor@gov.sk.ca

Schroeder, Matt GTH

From: Pushor, Laurie ECON
Sent: Friday, December 20, 2013 9:55 AM
To: Wagar, Blair GTH; Richards, Bryan GTH
Cc: Baker, Cam ECON
Subject: RE: Land acquisition
Attachments: Attachment - Further to Commissioners recommendation found at paragraph 54 in Review Report 077-2016 and 092-2016 (Global Transportation Hub) appraisal will not be released; Canadian Valuation Group Appraisal.pdf; Laurie Pushor.vcf; Anthony Marquard.vcf

Great to chat this morning, I have attached the documents we discussed and contact information.
I will get back to you on timing etc.

Don't hesitate to enlist my help if there is anything I can do or call anytime if you need any information.

<p>Laurie Pushor Saskatchewan Ministry of The Economy</p> <p>1-306-933-7880 Work 1-306-787-4021 Work 1-306- 2911 Mobile Laurie.Pushor@gov.sk.ca</p>	<p>Anthony Marquard Royalty Developments</p> <p>1 (306) 757-7575 Work 1 (306) 757-7575 Primary 1 (306) 2911 Mobile amarquard@royaltydevelopments.com PO Box 611 Stn Main Regina Sask S4P 3A3 Canada</p>
--	--

Laurie

From: Wagar, Blair GTH
Sent: Thursday, December 19, 2013 3:35 PM
To: Richards, Bryan GTH; Pushor, Laurie ECON
Cc: Baker, Cam ECON
Subject: RE: Land acquisition

Hi Laurie,

Couple of questions I'm hoping you can help me with:

1. Are you able to provide me with the legal name of the individual or company we are to insert into the formal Offer to Purchase? Want to be sure have this right as it will be who the cheque is made out to.
2. Can you provide expectations on a closing date? 17(1)(b)(i)(16(1)
3. Can you confirm the parcels the GTH is to purchase are as follows:
NW 20-17-20 W2 – about 116.86 acres
SW 20-17-20 W2 – about 87.40 acres

Thanks,

Blair

From: Richards, Bryan GTH
Sent: December 19, 2013 2:27 PM
To: Pushor, Laurie ECON

Cc: Baker, Cam ECON; Wagar, Blair GTH
Subject: Re: Land aquisition

Thanks Laurie.

I have reviewed with blair this morning and he will be in contact about raising an offer for this land as soon as feasible.

Bryan

From: Pushor, Laurie ECON
Sent: Thursday, December 19, 2013 5:09 AM
To: Richards, Bryan GTH
Cc: Baker, Cam ECON
Subject: Land aquisition

We have approval to aquire the land we have been discussing for the purchase price of \$103,000 per acre. Would you please proceed with an offer to Mr. Marquard as soon as possible?

I will be happy to assist if you need anything further from me, in the meantime I will contact highways to ensure they are ready with the land they will need and we can get that underway so you aren't held up in selling that portion to them.

Call if you have questions.

Laurie

Laurie Pushor
Senior Advisor
Ministry of the Economy
Government of Saskatchewan
Office 306-933-7880
Cell 306-527-1132
Email laurie.pushor@gov.sk.ca

**APPRAISAL REPORT
OF THE CURRENT MARKET VALUE
OF THE NW 20-17-20-W2M AND SW 20-17-20-W2M
OWNED BY 101225232 SASKATCHEWAN LTD.
LOCATED WITHIN
THE CITY OF REGINA, SASKATCHEWAN**

**Prepared For
VERTEX**

**Prepared By
CANADIAN RESOURCE VALUATION GROUP INC.
OCTOBER, 2013**

File No. 13596





CANADIAN RESOURCE VALUATION GROUP INC.

#101, 24 Inglewood Drive, St. Albert, AB T8N 6K4
Telephone: (780) 424-8856 Fax: (587)290-2267
Email: jwasmuth@crvg.com Website: www.crvg.com

Vertex
2222 Ave C
North Saskatoon, Saskatchewan
S7L 6C3

October 8, 2013
CRVG File No 13596

Attention: 24(1)(k)

Dear Sir:

RE: APPRAISAL REPORT OF THE CURRENT MARKET VALUE OF THE NW 20-17-20-W2M AND SW 20-17-20-W2M OWNED BY 101225232 SASKATCHEWAN LTD. LOCATED WITHIN THE CITY OF REGINA, SASKATCHEWAN

As requested, we have completed an appraisal estimating the Current Market Value of the herein described subject properties to assist in purchase/sale negotiations with the owner. As instructed in the terms of reference we have provided our opinion of the current market value of the subject properties based on a roadside inspection of the subject properties.

It is hereby certified that we conducted a roadside inspection from improved and unimproved roadway allowances of the subject properties on September 26, 2013 and have also relied upon aerial photographs, assessment information, maps, land use planning documents, and information in the public domain. The effective date of this appraisal corresponds with the date of inspection and is September 26, 2013. To the best of our knowledge and belief statements contained in this appraisal report, subject to the limiting conditions set forth, are true and correct.

We hereby certify that we have no present or contemplated interest in the subject properties which would in any way affect statements of value expressed. Employment in and compensation for making this appraisal are in no way contingent upon the values reported.

In our opinion, subject to the assumptions and limiting conditions outlined herein, the Current Market Values of the respective subject properties, as at September 26, 2013, are:

NW 20-17-20-W2M - SEVEN MILLION FIVE HUNDRED NINETY SEVEN THOUSAND DOLLARS (\$7,597,000)

SW 20-17-20-W2M - FOUR MILLION FOUR HUNDRED FIFTY EIGHT THOUSAND DOLLARS (\$4,458,000)

The reader is invited to review our research, analyses, opinions and conclusions contained within the attached report.

Yours truly,
CANADIAN RESOURCE VALUATION GROUP INC.

24(1)(k)

**APPRAISAL REPORT
OF THE CURRENT MARKET VALUE
OF THE NW 20-17-20-W2M AND SW 20-17-20-W2M
OWNED BY 101225232 SASKATCHEWAN LTD.
LOCATED WITHIN
THE CITY OF REGINA, SASKATCHEWAN**

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APPENDICES



APPRAISAL REPORT PREPARED FOR:

VERTEX
2222 Avenue C
North Saskatoon, Saskatchewan
S7L 6C3

A. EXECUTIVE SUMMARY

A.1 Municipality: City of Regina, Saskatchewan

A.2 Legal Description of Subject Properties: NW 20-17-20-W2M and SW 20-17-20-W2M

A.3 Current Title Numbers: 143310912 and 143310473

A.4 Titled Acres: 116.86 acres and 87.40 acres

A.5 Registered Title Holder: 101225232 Saskatchewan Ltd.

A.6 Current Zoning: Urban Holding Zone (UH)

A.7 Municipal Development Plan Future Land Use Policy Area: Light / Medium Industrial

A.8 Highest And Best Use: Holding property with the interim use of agricultural production ripening to light and/or medium industrial in the medium term.

A.9 Effective Date of Appraisal: September 26, 2013

A.10 Date Report Issued: October 8, 2013

A.11 Estimated Value effective September 26, 2013, subject to the assumptions and limiting conditions outlined herein:

NW 20-17-20-W2M - SEVEN MILLION FIVE HUNDRED NINETY SEVEN THOUSAND DOLLARS (\$7,597,000)

SW 20-17-20-W2M - FOUR MILLION FOUR HUNDRED FIFTY EIGHT THOUSAND DOLLARS (\$4,458,000)

A.12 In the preparation of any appraisal report there are certain applicable "Assumptions and Limiting Conditions" which are outlined within Section I of this report. These assumptions and limiting conditions provide the basic foundation of the report and the reader is urged to review them along with the analyses and conclusions provided within this report.



B. PURPOSE OF APPRAISAL: To estimate the current market value of the fee simple estates within the subject properties, effective September 26, 2013, the date of inspection.

C. FUNCTION OF APPRAISAL: To estimate the current market value of the fee simple estates within the subject properties to assist Vertex in negotiations with the owner(s) of the subject properties to enable possible buy/sell agreement(s) with the owner(s).

D: DEFINITIONS:

DEFINITION OF MARKET VALUE: "Market value" is herein defined per the Canadian Uniform Standards of Professional Appraisal Practice, which were adopted by the Appraisal Institute of Canada on January 1, 2012. The definition is as follows:

The most probable price which a property should bring in a competitive and open market as of the specified date under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- 1. buyer and seller are typically motivated;*
- 2. both parties are well informed or well advised, and acting in what they consider their best interests;*
- 3. a reasonable time is allowed for exposure in the open market;*
- 4. payment is made in terms of cash in Canadian dollars or in terms of financial arrangements comparable thereto; and*
- 5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.*

DEFINITION OF FEE SIMPLE ESTATE:

"Fee Simple Estate is an interest in property involving possession of a title establishing absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, expropriation, police power and escheat."¹

E. AREA DATA:

Location/Population/Economic Base

E.1 This report addresses the current market value of two parcels of land located within the municipal boundaries of the City of Regina (2011 pop 193,100) in the south-eastern portion of Saskatchewan.

¹ The Appraisal of Real Estate, Second Canadian Edition, 2002, the Appraisal Institute of Canada, Page 5.2

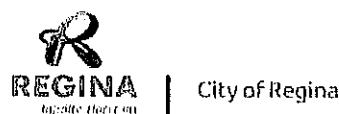


E.2 The economy of the province of Saskatchewan has been very robust over the past several years and much of the provinces success is driven by activity in and around the City of Regina. The Avison and Young "2012 Year In Review – 2013 Market Report Regina describes the province's economy and growth in the City of Regina as follows:

"Saskatchewan cemented itself as a "have" province in 2012 based on increases in Gross Domestic Product (GDP), population, and total value of building permits issued. GDP growth was 2.9%, second among the provinces and above the national rate of 2.1%. For 2013, the average forecast for Saskatchewan's GDP is 3%, first among the provinces (tied with Alberta) and exceeding the national forecast (again 2.1%). The Royal Bank (3.9%) and Conference Board of Canada (3.4%) expect the province's growth rate to be the highest in Canada. Population growth reached 6.7% for the cumulative five years to 2012, the largest growth spurt since Statistics Canada began recording information in 1956. Residential vacancy sits at less than 0.7% and is now considered an impediment to the province's expansion. City of Regina 2012 building permits were close to 48% ahead of 2011, surpassing the record of \$547 million issued the same year. Records have been set in 10 of the last 11 years, and permits for all construction sectors were up more than 27% provincially in 2012."

E.3 The positive economic analysis above is supported by the City of Regina's Building Permit Reports which indicate significant increases in building permit activity since 2011 (see tables on the following pages).





PLANNING AND SUSTAINABILITY DEPARTMENT
BUILDING STANDARDS BRANCH

BUILDING PERMIT REPORT FOR THE MONTHS OF JANUARY 1 – DECEMBER 31

TYPE	2012			2011		
	PERMITS	VALUE	UNITS	PERMITS	VALUE	UNITS
Single Family Dwellings	1,135	\$218,418,976	1,135	794	\$17,291,313	794
Duplex Dwellings	49	\$7,943,107	98	27	4,306,424	76
Semi-Detached Dwellings	73	\$20,954,934	142	10	2,367,675	20
Multi-Attached Dwellings	50	\$84,539,681	616	25	42,520,465	398
Apartment Dwellings	17	\$70,571,193	729	16	35,275,000	431
SUBTOTAL	1,324	\$402,460,894	2,720	872	\$231,763,907	1722
Residential Recreational	6	\$265,000	-	10	251,399	-
Residential Accessory Buildings	261	\$4,037,138	-	217	2,813,183	-
Residential Alterations/Additions	1,097	\$30,737,783	-	1166	26,259,307	-
SUBTOTAL	1,367	\$35,039,921	-	1423	\$29,347,519	-
Hotels/Motels	2	\$16,380,000	-	4	9,181,500	-
Hotel/Motel Alterations	1	\$9,900,000	-	3	3,814,397	-
Commercial	59	\$75,267,115	-	53	77,861,183	-
Commercial Alterations	268	\$86,145,813	-	267	66,117,472	-
Industrial	41	\$66,253,407	-	16	11,910,000	-
Industrial Alterations	32	\$7,187,319	-	24	17,119,403	-
Institutional	4	\$21,281,000	-	2	16,161,215	-
Institutional Alterations	28	\$10,639,356	-	21	45,096,121	-
Government	2	\$21,144,180	-	2	25,867,271	-
Government Alterations	11	\$18,546,235	-	8	10,443,418	-
SUBTOTAL	446	\$335,751,755	-	400	\$286,608,013	-
Renovations	-	\$0	-	-	-	-
Demolitions	205	\$20,000	-	95	1,900	-
SUBTOTAL	205	\$20,000	-	95	\$1,900	-
GRAND TOTAL	3,342	\$773,272,570	2,720	2790	\$547,721,339	1722





CONSTRUCTION & COMPLIANCE DEPARTMENT

BUILDING STANDARDS BRANCH

BUILDING PERMIT REPORT FOR THE MONTHS OF JANUARY - MARCH 31, 2013

TYPE	2013			2012		
	PERMITS	VALUE	UNITS	PERMITS	VALUE	UNITS
Single Family Dwelling	339	\$95,070,018	339	208	\$90,469,961	208
Duplex Dwelling	7	\$1,507,913	14	6	\$247,868	12
Semi-Detached Dwelling	0	\$2,459,857	18	0	\$2,040,075	19
Multi-Attached Dwelling	2	\$10,700,000	70	7	\$9,640,000	50
Apartments	5	\$67,620,000	470	4	\$6,137,620	167
SUBTOTAL	253	\$139,405,587	810	232	\$56,215,732	429
Residential Recreational	-	-	-	-	-	-
Residential Accessory Building	12	\$145,500	-	11	\$397,000	-
Residential Alterations/Additions	180	\$1,917,803	-	238	\$3,359,036	-
SUBTOTAL	192	\$2,063,103	-	249	\$3,696,940	-
Hotels/Motels	-	-	-	-	-	-
Hotel/Motel Alterations	1	\$5,600,000	-	-	-	-
Commercial	8	\$12,955,500	-	15	\$18,540,450	-
Commercial Alterations	58	\$20,610,038	-	59	\$18,091,808	-
Industrial	9	\$2,621,000	-	19	\$25,877,058	-
Industrial Alterations	3	\$1,040,000	-	14	\$1,811,919	-
Institutional	1	\$779,000	-	-	-	-
Institutional Alterations	5	\$1,304,000	-	9	\$200,600	-
Government	-	-	-	1	\$85,000	-
Government Alterations	-	-	-	5	\$4,997,860	-
SUBTOTAL	63	\$45,525,118	-	116	\$71,061,750	-
Removals	-	-	-	-	-	-
Demolitions	30	-	-	30	-	-
SUBTOTAL	30	-	-	30	-	-
GRAND TOTAL	557	\$195,803,208	810	620	\$128,975,422	429



E.4 The subject properties are located adjacent to the Global Transportation Hub to the west and Reserve Land to the east within an area of current or future light/medium industrial development. The following are quotes from the AECOM website.

"In December of 2007, the Government of Canada and the Province of Saskatchewan announced their intention to fund the Global Transportation Hub (GTH) as part of the Asia-Pacific Gateway and Corridor Initiative. The GTH has become one of Saskatchewan's most important economic development initiatives encompassing approximately 2,000 acres of serviced land to serve as a centre for transportation and logistics developments. Canadian Pacific Railway (CPR) is presently building a new state of the art intermodal facility capable of supporting 250,000 container lifts annually between trains and trucks. Canadian Logistics Services, servicing Loblaws stores, has a 1,000,000 square foot distribution centre. A second major development, the relocation of CPR yards from downtown Regina to the GTH to form a new intermodal facility, is also nearing completion.

These existing and future developments require a high speed, high capacity connection to the national highway system. The Saskatchewan Ministry of Highways and Infrastructure (MHI), in co-operation with the City of Regina and the Rural Municipality of Sherwood, initiated a plan to design and build a new roadway connection between Highway No. 1 and Highway No. 11 on the west side of Regina. The new roadway was to form a portion of the long term bypass around the City and provide access for future development, specifically the GTH."

E.5 Historically the economy of southern Saskatchewan was primarily agriculturally related but the economic growth in the province over the past several years has significantly increased the importance of the manufacturing, energy, mining and information technology sectors to the local Regina economy. In addition to private ventures, Regina is the provincial capital of Saskatchewan and contains offices for numerous provincial government departments and Crown corporations.

E.6 The area is serviced by the Trans-Canada Highway; running west to Moose Jaw and Swift Current and east to Manitoba, Highway #10 running northeast to Yorkton, Highway #11 running northwest to Saskatoon, Highway #48 and Highway #33 running southeast towards Manitoba and Highway #6 running south to the Canada - USA border. The area is also serviced by a well established grid system of paved or graded gravelled municipal roads. In addition both the Canadian National Railway and the Canadian Pacific Railway provide rail transportation for the shipment of farm products and heavy or bulk goods to and from the area.

E.7 Currently under construction is the West Regina Bypass from Highway #1 to Highway #11, with an interchange to be located along the east side of the subject NW 20-17-20-W2M. The  West Bypass is a proposed four lane twinned highway connector road linking Highway #1 and

Highway #11. The new connector road across Dewdney Avenue will carry 5,500 vehicles per day upon projected completion in 5 years, increasing to 33,000 vehicles per day in 25 years. The West Bypass will become part of the long term bypass route around Regina, and will accommodate future growth of the city to a population of 300,000.²

Climate

E.8 The Regina area has a continental climate characterized by warm summers, cold winters, and comparatively low annual precipitation. The Regina area varies in elevation from 1,850 to 2,400 feet above sea level. The average annual precipitation is 36 cm (14 inches), with approximately 70% falling during the growing season.

E.9 July is the warmest month, with an average high of 26°C and an average low of 12°C. January is the coldest month with an average high of -11°C and an average low of -22°C. The frost free period lasts from about May 24th to September 11th or 109 days relative to an average year. The length of the growing season varies from 174 to 179 days.

Topography

E.10 The topography of the general area varies from level to gently rolling.

² Pinkie Road - Wikipedia



F. SUBJECT PROPERTY DATA:**Subject Property #1**

Legal Description: NW 20-17-20-W2M

Registered Owners: 101225232 Saskatchewan Ltd.

Title Number: 143310912 (see Appendix VI (a))

Estate: Fee Simple

Municipality: City of Regina

Date Registered: February 26, 2013

Sales History of the Subject Property: Public records show that the subject property transferred on February 26, 2013 for \$9,818,588 from 139 Land Corporation to 101225232 Saskatchewan Ltd., this sale has been utilized as Index #2. On March 21, 2012 there was a miscellaneous interest registered on title by 139 Land Corporation claiming an interest as purchaser under an accepted Offer to Purchase for \$55,000 per acre confirmed with the purchaser. Written documentation was not provided. To our knowledge the subject property is not currently listed for sale, nor to our knowledge are there any sale agreements or offers to purchase the subject property. However, we understand the subject property is currently owned by a development company that is active in the area.

Plottage: 116.86 total acres, fully cultivated with the exception of some minor slough areas (see Appendix IV).

Topography: Undulating with some depressional slough areas.

Current Utilization: Agricultural use (crop production).

Zoning: Designated "UH- Urban Holding" [see paragraph G.7]. The current utilization is a permitted use.

Municipal Development Plan Policy Area: "Light and Medium Industrial"

Improvements: None visible via roadside inspection and review of available aerial photography.

Access: Access via paved Secondary Highway #730 that borders the north boundary. Rail is located a short distance east of the east property boundary.

Services: There are currently no services stubbed onto the property. Per conversations with city officials, there is a 600 mm diameter water main and a 500 mm diameter sanitary main located on the north boundary of the NW 20-17-20-W2M that is available for hook up. In addition, hook up to the regionally designed water and sewer lines of the GTH may also be available upon payment of pro-rata infrastructure service charges.

Location: City of Regina - West Side

Date of Inspection: September 26, 2013

Effective Date of Appraisal: September 26, 2013



Subject Property #2

Legal Description: SW 20-17-20-W2M

Registered Owners: 101225232 Saskatchewan Ltd.

Title Number: 143310473 (see Appendix VI (b))

Estate: Fee Simple

Municipality: City of Regina

Date Registered: February 26, 2013

Sales History of the Subject Property: Public records show that the subject property transferred on February 26, 2013 for \$6,264,954 from 139 Land Corporation to 101225232 Saskatchewan Ltd., this sale has been utilized as Index #3. On March 21, 2012 there was a miscellaneous interest registered on title by 139 Land Corporation claiming an interest as purchaser under an accepted Offer to Purchase for \$45,000 per acre confirmed with the purchaser. Written documentation was not provided. On September 13, 2011 there was a non-arms length transfer of the property between related parties. To our knowledge the subject property is not currently listed for sale, nor to our knowledge are there any sale agreements or offers to purchase the subject property. However, we understand the subject property is currently owned by a development company that is active in the area.

Plotage: 87.40 total acres, cultivated with the exception of some smaller slough areas (see Appendix IV).

Topography: Undulating with some depressional slough areas.

Current Utilization: Agricultural use (crop production).

Zoning: Designated "UH- Urban Holding" [see paragraph G.7]. The current utilization is a permitted use.

Municipal Development Plan Policy Area: "Light and Medium Industrial"

Improvements: None visible via roadside inspection and review of available aerial photography.

Access: No improved roadside access at time of inspection. Inspection completed by walking to property corner on unimproved road allowance. Rail is located a short distance east of the east property boundary.

Services: There are currently no services stubbed onto the property. Per conversations with city officials, there is a 600 mm diameter water main and a 500 mm diameter sanitary main located on the north boundary of the NW 20-17-20-W2M that is available for hook up. In addition, hook up to the regionally designed water and sewer lines of the GTH may also be available upon payment of pro-rata infrastructure service charges.

Location: City of Regina

Date of Inspection: September 26, 2013

Effective Date of Appraisal: September 26, 2013



Subject Properties Title Encumbrances and Restrictions

F.1 The subject titles have several encumbrances registered against each title as outlined within the photocopies of the Certificates of Title (pulled on August 28, 2013), exhibited in Appendix VI at the end of this report. All interests registered on title are summarized as follows:

NW 20-17-20-W2M			
Registration No.	Date Registered	Interest Registered	To the Benefit of:
161956244	Aug. 29/78	CNV Easement	Transgas Limited
161956255	Oct. 5/79	CNV Easement	Kinder Morgan Cochin ULC
161956266	Aug. 16/10	Public Utility Easement	Petroleum Transmission Company
161956277	Dec. 22/10	Pipelines Act - Easement	Kinder Morgan Cochin ULC
161956288	Feb. 7/11	Public Utility Easement	Petroleum Transmission Company
161956312	Feb. 26/13	Mortgage	Conexus Credit Union 2006
161956334	Feb. 26/13	Assignment of Rents	Conexus Credit Union 2006

SW 20-17-20-W2M			
Registration No.	Date Registered	Interest Registered	To the Benefit of:
161955119	CNV Easement	Aug. 29/78	Transgas Limited
161955120	CNV Easement	Dec. 3/99	Saskatchewan Telecommunication

F.2 The author of this report is not qualified to comment on any legal ramifications of these encumbrances, therefore it is recommended that legal counsel be consulted to determine the precise effects of the encumbrances on any future proposed uses or utilities of the subject properties. Per paragraph I.1 of this report we have assumed each title is in good and marketable condition in estimating the fair market value of the subject properties. It is relevant to note that in determining the market value of the subject properties we have not considered any discount or adjustment relative to those areas encumbered by registered pipeline rights of way, for which the owner has been compensated at the time of signing a right of way agreement or subsequently under a Surface Rights Compensation Order.



Opinion of Market Exposure Time

F.3 Under the Canadian Uniform Standards of Professional Appraisal Practice we must, as Professional Appraisers, provide an estimate of normal market exposure time. "Exposure Time" is defined as:

"the estimated length of time the property interest being appraised would have been offered on the market before the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based upon an analysis of past events assuming a competitive and open market."³

F.4 It is the appraiser's opinion; considering the location, the current land use designation and the potential uses for the subject properties, that the normal market exposure time to consummate a sale at fair market value would be approximately six months to twenty four months. Notwithstanding this potential exposure time, the opinion of market value contained herein is effective September 26, 2013.

G. HIGHEST AND BEST USE:

G.1 "Highest and Best Use" is described in appraisal texts as the foundation on which market value rests. The highest and best use of a parcel of land is not determined through subjective analysis by the property owner, the developer or the appraiser; but rather the competitive forces within the market where the property is located shape highest and best use. The analysis and interpretation of highest and best use is therefore an economic study of market forces focused on the subject property.

G.2 The phrase "highest and best use" may be defined as follows:

"that reasonable and probable use that will support the highest present value, as defined, as of the effective date of the appraisal. Alternatively, that use, from among reasonably probable and legal alternative uses, found to be physically possible, appropriately supported, financially feasible, and which results in highest value."⁴

G.3 Market forces; such as supply, demand, ability to generate income and costs to reproduce, create market value. Therefore, the interaction between market forces and highest and best use is of crucial importance. The general data that is collected and analyzed to estimate property value are also utilized by the appraiser to formulate an opinion of the property's highest and best use. The highest and best use of comparable or index properties should be the same or similar to that of the subject property being appraised, as

³ Canadian Uniform Standards of Professional Appraisal Practice: Appraisal Institute of Canada, 2012.
⁴ Byrl N. Boyce, Real Estate Appraisal Terminology, Ballinger 1984. pp. 126-127



it is land use or utility that influences value. This premise has been applied in respect of the market indices utilized within this report.

G.4 If a reasonable forecast of a property's highest and best use indicates a change in the near future, the present highest and best use is considered an interim use. For example, the highest and best use of a farm in the path of industrial growth would be for interim use as a farm, with the potential future use being industrial subdivision and/or development. Alternatively if the property is ready for development at the time of appraisal then there is no interim use as the highest and best use is for industrial development. On the other hand if the farm has little potential for development, then its highest and best use is a farm property with no alternative interim use.

G.5 There are four criteria that must be considered in the analysis of highest and best use, for both vacant land as well as improved property. **The highest and best use must be:**

- **legally permissible**
- **physically possible**
- **financially feasible**
- **maximally productive**

The tests of legal permissibility and physical possibility must be applied before the remaining tests of financial feasibility and maximal productivity. Financial feasibility and/or productiveness have no relevance to a site if the proposed use is not legally permitted or physically possible. In addition to these factors, the determined highest and best use must be within the realm of probability, not speculative or conjectural; there must be demand for such a use and the use must provide the highest net return for the longest period of time.

Legally Permissible

G.6 If there are no private restrictions or restrictive covenants registered on title, then the property uses allowed by the municipal zoning typically reflect the available choices in the highest and best use determination, subject to the probability of an imminent change in zoning. Reference to Regina Development Plan is useful for gauging the likelihood of any zoning change.



G.7 The current City of Regina Land Use Bylaw NO. 9250 (LUB) (see Appendix III (b)) designates the subject properties as "Urban Holding Zone - UH". The intent, application, permitted uses and discretionary uses within the area designated "UH" are quoted from Section 9C.9 of the LUB as follows:

9C.9 URBAN HOLDING (UH)

9.1 INTENT

(1) The UH zone is designed to protect lands required for future urban development from premature subdivision and development. Specifically, the zone is intended to:

- (a) provide for orderly transition of agricultural land to other uses in areas planned for eventual urban development;*
- (b) defer urban development until the City and other local government bodies determine that adequate public facilities can be provided at reasonable costs;*
- (c) ensure that future urban development is compatible with local land use plans and policies; and*
- (d) provide opportunities for periodic review to determine whether all or part of the lands should be transferred to another zone.*

(2) Recognizing that the City is situated on and surrounded by prime agricultural land, agricultural uses that are not associated with nuisance factors will be allowed. [1992/9250]

9.2 APPLICATION

The zone will be generally applied to recently annexed or urbanized areas where lands are predominantly in agricultural or related open space use, but where conversion to non-agricultural uses is expected in the near future.

9.3 PERMITTED USES

*Residential
Secondary Suite*

*Agricultural
Agricultural Production (1997/9904)*

*Culture and Recreation
Community Garden (2006-63)*

*Miscellaneous
Public Use*



9.4 DISCRETIONARY USES*Residential**Detached Dwelling**Agricultural**Horticultural Specialties (1996/9776)**Vegetable Production (1996/9776)**Services**Amusement Park, Commercial**Campground**Church (Religious Institution)**Golf Course or Golf Driving Range**Theatre, Drive-in*

G.8 Within the City of Regina Regional Development Plan, published April 2006, the future land use of the subjects is designated as "Light and Medium Industrial" (see Appendix III (a)). The City's "Location of Industrial Lands" and policies regarding the subject properties, as stated within Section 4.8 of the Regional Development Plan, are quoted as follows:

4.8 Location of Industrial Lands

g) That new areas for industrial growth be designated east of Ross Industrial Park(east of Fleet Street) for short to medium term mixed industry and for the West Industrial Lands (including the GTH) for immediate to long -term light and medium industrial uses. [2007 -90] [2010 -19]

G.9 The current utilization of the subject properties is for extensive agricultural production (i.e. field crops) which is permitted in the current zoning of the subject parcels. Considering the current uses and current land use bylaws the legally permissible Highest and Best Use of the Subject Properties is as holding properties ripening to industrial development in the medium term future, with interim use for agricultural production.

Physically Possible

G.10 In order for a use to be considered the highest and best use the site must be physically capable of supporting whatever use is determined to be appropriate. The shape, size, topography and physical make-up of the subsoils all combine to enable the creation or continued support of the probable use of the site. In addition, the infrastructure of the neighborhood, such as water, sewer, gas and electricity, must support the use as well as location and access. The highest and best use must be physically attainable and be attainable within expected norms of design and cost to create or maintain.



G.11 The subject properties are located in a future industrial area within the City of Regina which is currently utilized for agricultural production. The NW 20 is accessed via paved Secondary Highway #730 while the SW 20 has no improved public access but can be accessed via crossing the NW 20. The subject properties comprise larger parcels ranging in size from 116.86 acres to 87.40 acres. At present, municipal water, sewer and drainage services are located within the GTH to the west of the subject properties. The subject properties currently have no services. Water, sewer and drainage services are available at the north property boundary of the NW 20-17-20-W2M or could be connected through the GTH for a service connection charge. Per discussions with Saskatchewan Ministry of Highways an interchange is proposed for the east side of the subject properties for the West Bypass roadway. A design for this bypass has not been finalized. Condie Road right of way is located on the west boundary of the subject properties.

G.12 Considering the locations, access and sizes of the subject properties, the physically possible highest and best use of the subject properties will remain to be agricultural use (crop production) for the interim period until demand for light/medium industrial development is sufficient to warrant transition to some form of light/medium industrial use.

Financially Feasible

G.13 A review of the City of Regina LUB map and our inspection of the area indicates the majority of the land in the immediate area of the subject properties is currently utilized for agricultural production and industrial development within the GTH. A 100,000 square foot distribution center for Loblaw's is located approximately 1 km west of the SW 20-17-20-W2M and the CPR yard is located approximately 1.35 km southwest of the SW 20-17-20-W2M. The market in the area is currently being driven by speculators/developers seeking appreciation in land values as the lands ripen for development.

G.14 In determining the most financially feasible uses of the subject properties the appraisers' have considered factors such as the current and future land use zoning, permitted uses, location and municipal planning. In view of the speculative nature of the market and taking into account the above factors, the most financially feasible uses of the subject properties are considered to be as holding properties awaiting light/medium industrial development in the medium term future, with primary agriculture production in the interim period.



Maximally Productive

G.15 To determine the maximum productivity of the subject properties we researched land sales of similar bareland properties located within the surrounding area. Considering the current land use zoning and permitted uses, and the speculative nature of the market, the most maximally productive uses of the subject properties are considered to be as holding properties awaiting urban development in the medium term future, with uses of primary agriculture production in the interim period.

Conclusion and Opinion as to Highest and Best Use

G.16 As of the effective date of this appraisal, the subject properties are being utilized for agricultural production. If a willing seller, as of the effective date of this appraisal, placed the subject properties on the open market it is most probable that a willing buyer would purchase the properties as medium term holding properties for future light/medium development. Considering the above, and based on local land use patterns and market conditions, it is the opinion of the appraiser that the Highest and Best Use of the subject properties, subject to the assumptions and limiting conditions outlined herein, as at the effective date of appraisal, are as holding properties awaiting light/medium development in the medium term future, with primary agricultural production uses in the interim period.

H. MARKET VALUE ESTIMATE:

H.1 There are three general approaches; the Direct Comparison Approach, the Cost Approach and the Income Approach, that may be utilized to provide estimates of current market value. The Direct Comparison Approach arrives at a value estimate of the subject property (i.e. land and buildings) as a unit. The unit is compared to similar properties of the same type and class which have sold, which have been offered for sale, or on which offers have been made in the same area or similar areas at or about the same effective date. The Cost Approach provides an estimate of value derived by estimating the current cost to construct a reproduction of the existing structure, subtracting the accrued depreciation, then adding the estimated bareland value. In the case of bareland the methodology is the same under the Cost Approach as the Direct Comparison Approach. As the subject properties are not improved we have used only the Direct Comparison Approach. The Income Approach has not been utilized as we could find little in the way of comparable land lease or rental information in order to support such an approach.



H.2 The values of the subject properties have been estimated by application of the Comparative Sales Method, assuming the principle of substitution whereby a willing and informed purchaser will pay no more for a specific property than he/she will for another property that has similar features and amenities and is equally as desirable.

H.3 We have carried out roadside/driveway or boundary line inspections of the subject properties and market indices. We have attempted to search for market indices which best represent the subject properties, taking into consideration development capability, size, location, access, topography, and zoning requirements. The market indices listed within Table H.1 and H.2 were all purchased as "bareland" with each being purchased by real estate investment entities or development companies.

H.4 Based on our research of transfer documents obtained from Saskatchewan Land Titles Registry, inspections of the market indices and information obtained from market participants, the market indices contained within Table H.1 and H.2 are considered to provide the best market information for establishing fee simple bareland value relative to the subject properties. The locations of the subject properties and market indices utilized to estimate the market value of the subject properties are outlined on the Area Map attached as Appendix II.



Market Index #1

Legal Description:	NW 21-17-20-W2M
Municipality:	City of Regina
Bareland Sale Price:	\$7,904,134
Sale Date:	April 4, 2013
Vendor:	Sherwood Multitech Estates Ltd.
Purchaser:	Westerra Development Corp.
Access:	Paved - Dewdney Avenue and Pinkie Road Gravel - 13th Avenue and Courtney Street
Plotage:	367.42 acres
Zoning	UH - Urban Holding
Regina Development Plan:	Industrial Growth
Topography:	Undulating to Depressional
Improvements:	None
Comments:	

s.19(1)(b)

Unadjusted Bareland Price: \$21,513 per acre

Market Index #2

Legal Description:	NW 20-17-20-W2M (Subject Property #1)
Municipality:	City of Regina
Bareland Sale Price:	\$9,818,588
Sale Date:	February 26, 2013
Vendor:	139 Land Corporation
Purchaser:	101225232 Saskatchewan Ltd.
Access:	Paved - Secondary Highway #730
Plotage:	116.87 acres
Zoning	UH - Urban Holding
Regina Development Plan:	Light/Medium Industrial
Topography:	Undulating to Depressional
Improvements:	None
Comments:	

s.19(1)(b)

Unadjusted Bareland Price: \$84,013 per acre



Market Index #3

Legal Description:	SW 20-17-20-W2M (Subject Property #2)
Municipality:	City of Regina
Bareland Sale Price:	\$6,264,954
Sale Date:	February 26, 2013
Vendor:	139 Land Corporation
Purchaser:	101225232 Saskatchewan Ltd.
Access:	No access. Condie Road right of way located on west boundary of the property.
Plotage:	87.41 acres
Zoning	UH - Urban Holding
Regina Development Plan:	Light/Medium Industrial
Topography:	Undulating to Depressional
Improvements:	None
Comments:	

s.19(1)(b)

Unadjusted Bareland Price: \$71,673 per acre

Market Index #4

Legal Description:	NE 18-17-20-W2M
Municipality:	City of Regina
Bareland Sale Price:	\$1,234,500
Sale Date:	January 18, 2013
Vendor:	John Mainski et al
Purchaser:	Global Transporation Hub
Access:	No access
Plotage:	41.16 acres
Zoning	UH - Urban Holding
Regina Development Plan:	Light/Medium Industrial
Topography:	Undulating to Depressional
Improvements:	None
Comments:	s.19(1)(b)
Unadjusted Bareland Price:	\$29,993 per acre



Market Index #5

Legal Description:	SE 23-17-19-W2M
Municipality:	RM of Sherwood
Bareland Sale Price:	\$7,000,000
Sale Date:	July 15, 2012
Vendor:	SFJ Inc.
Purchaser:	Harvard Developments
Access:	Paved - Tower Road
Plotage:	141.20 acres
Zoning	A - Agricultural
Municipal Development Plan:	A - Agricultural, Urban Fringe
Topography:	Undulating
Improvements:	None
Comments:	

s.19(1)(b)

Unadjusted Bareland Price: \$49,575 per acre

Market Index #6

Legal Description:	NE 35-16-20-W2M
Municipality:	RM of Sherwood
Bareland Sale Price:	\$9,227,400
Sale Date:	June 28, 2012
Vendor:	P.W. Lorch & Associates
Purchaser:	Hanjai Management Inc.
Access:	Paved - Service Road
Plotage:	94.24 acres
Zoning	A - Agricultural
Municipal Development Plan:	A - Agricultural, Urban Fringe
Topography:	Depressional. Property is low and floods
Improvements:	None
Comments:	

s.19(1)(b)

Unadjusted Bareland Price: \$97,914 per acre



H. MARKET VALUE ESTIMATE – DIRECT COMPARISON APPROACH:

Table H1 Market Index Chart Relative to NW 20-17-20-W2M Effective September 26, 2013							
Property	Subject Property	1	2	3	4	5	6
Transfer Date:		04-Apr-13	26-Feb-13	26-Feb-13	18-Jun-13	15-Jul-12	28-Jun-12
Price:		\$7,904,134	\$9,818,588	\$6,264,954	\$1,234,500	\$7,000,000	\$9,227,400
Bareland Price:		\$7,904,134	\$9,818,588	\$6,264,954	\$1,234,500	\$7,000,000	\$9,227,400
Legal Description(s):	NW 20-17-20-W2M	NW 21-17-20-W2M SW 21-17-20-W2M SE 21-17-20-W2M	NW 20-17-20-W2M (subject property)	SW 20-17-20-W2M	NE 18-17-20-W2M	SE 23-17-19-W2M	NE 15-16-20-W2M
Vendor:	Sherwood Mulch Estates Ltd.	139 Land Corporation	139 Land Corporation	John Kaminski et al	SJF Inc.	P.W. Lorch & Associates Ltd.	
Purchaser:	Western Development Corp.	10122523 Saskatchewan Ltd.	10122523 Saskatchewan Ltd.	Global Transportation Hub	Harmon Developments	Hanjui Management Inc.	
Access:	Secondary Paved Highway #730	13th Avenue and Courtney Street - Paved	Secondary Highway #730 - Paved	No direct access. Condo Road right of way is located on the west boundary of the property.	No direct access. Condo Road right of way is located on the east boundary of the property.	Tower Road - Paved	Service road off Hwy #1 - Paved
Total Acres:	116.47	367.42	116.87	87.41	41.16	141.20	94.24
Zoning:	U1 - Urban Holding Zone	U1 - Urban Holding Zone	U1 - Urban Holding Zone	U1 - Urban Holding Zone	U1 - Urban Holding Zone	A - Agricultural	A - Agricultural
Designated Future Use:	Light/Medium Industrial	Industrial Growth	Light/Medium Industrial	Light/Medium Industrial	Light/Medium Industrial	A - Agricultural	A - Agricultural
Municipality:	City of Regina	City of Regina	City of Regina	City of Regina	City of Regina	RM of Sherwood	RM of Sherwood
Comments:	Currently utilized for agricultural crop production. Future West Bypass interchange adjacent to east side of parcel.	Arms length transaction. Future West Bypass interchange adjacent to east side of parcel.	Currently utilized for agricultural crop production. Future West Bypass interchange adjacent to east side of parcel.	Currently utilized for agricultural crop production. Future West Bypass interchange adjacent to east side of parcel.	Assumed Arms length transaction.	Arms length. Within City of Regina annexation area. At time of purchase proposed future interchange located on the NE corner of the property.	Purchased with 25% cash and 75% vendor take back mortgage. Interchange located on the NE corner of the property.
Topography:	Undulating	Undulating	Undulating	Undulating	Undulating	Undulating	Depression
Improvements:	None	None	None	None	None	None	None
Services:	None	Unserviced	Unserviced	Unserviced	Unserviced	Unserviced	Unserviced
Indicated Bareland Sale Price:	\$7,904,134	\$9,818,588	\$6,264,954	\$1,234,500	\$7,000,000	\$9,227,400	
Indicated Unit Value per Acre:	\$21,513	\$84,013	\$71,673	\$19,991	\$49,575	\$97,914	
Time Adjustment:	0%	0%	0%	0%	0%	0%	0%
Motive Adjustment:	40%	0%	0%	0%	0%	0%	-10%
Time/Motive Adjusted Value per Acre (\$/acre):	\$30,118	\$84,013	\$71,673	\$19,993	\$49,575	\$88,748	
Other Adjustments							
Zoning/Planned Use:	Similar	Similar	Similar	Similar	Similar	Inferior	Inferior
Size:	Similar	Similar	Similar	Similar	Similar	Similar	Similar
Topography:	Similar	Similar	Similar	Similar	Similar	Similar	Similar
Location/Access:	Inferior	Similar	Inferior	Inferior	Similar	Similar	Similar
Overall Comparability:	Inferior	Similar	Inferior	Inferior	Similar	Similar	Similar



Table 31.2
Market Indexes Chart Relative to SW 20-7-20-W2M
Effective September 26, 2013

Property	Subject Property	1 04-Apr-13	2 26-Feb-13	3 26-Feb-13	4 18-Jun-13	5 15-Jul-12	6 28-Jun-12
Transfer Date:		\$7,904,134	\$9,818,588	\$6,264,954	\$1,234,500	\$7,000,000	\$9,227,400
Price:		\$7,904,134	\$9,818,588	\$6,264,954	\$1,234,500	\$7,000,000	\$9,227,400
Bareland Price:							
Legal Description(s):	SW 20-17-20-W2M	NW 21-17-20-W2M SW 21-17-20-W2M SE 21-17-20-W2M	NW 20-17-20-W2M (subject property)	SW 18-17-20-W2M	SE 23-17-19-W2M	NE 35-16-20-W2M	
Vendor:	Shawwood Moltex Estates Ltd.	139 Land Corporation	139 Land Corporation	John Kaniwski et al	SFJ Inc.	P.W. Lorch & Associates Ltd.	
Purchaser:	Western Development Corp	101225232 Saskatchewan Ltd.	101225232 Saskatchewan Ltd.	Global Transportation Hub	Harund Developments	Harund Management Inc.	
Access:	No access. Condo Road right of way is located on the west boundary of the property.	Dawdney Avenue and Parkie Road - Paved 13th Avenue and Courtney Street - Gravel	Secondary Highway #730 - Paved	No direct access. Condo Road right of way is located on the west boundary of the property.	No direct access. Condo Road right of way is located on the east boundary of the property.	Tower Road - Paved	Service road off of Hwy #1 - Paved
Total Acres:	87.41	367.42	116.87	87.41	41.16	141.20	94.23
Zoning:	UH - Urban Holding Zone	UH - Urban Holding Zone	UH - Urban Holding Zone	UH - Urban Holding Zone	UH - Urban Holding Zone	A - Agricultural	A - Agricultural
Designated Future Use:	Light/Medium Industrial	Industrial Growth	Light/Medium Industrial	Light/Medium Industrial	Light/Medium Industrial	A - Agricultural	A - Agricultural
Municipality:	City of Regina	City of Regina	City of Regina	City of Regina	RM of Sherwood	RM of Sherwood	Arm's length transaction.
Comments:	Currently utilized for agricultural crop production. Future West Bypass interchange adjacent to east side of parcel.	Arm's length transaction. Currently utilized for agricultural crop production.	Currently utilized for agricultural crop production. Future West Bypass interchange adjacent to east side of parcel.	Currently utilized for agricultural crop production. Future West Bypass interchange adjacent to east side of parcel.	Assured Arm's length transaction.	Arm's length. Within City of Regina transportation area. At time of purchase proposed future interchange located on the NE corner of property.	Purchased with 25% cash and 75% vendor take back mortgage. Interchange located on the NE corner of the property.
Topography:	Undulating	Undulating	Undulating	Undulating	Undulating	Undulating	Depressional
Innovations:	None	None	None	None	None	None	None
Services:	None	Unserviced	Unserviced	Unserviced	Unserviced	Unserviced	Unserviced
Indicated Bareland Sale Price:	\$7,904,134	\$9,818,588	\$6,264,954	\$1,234,500	\$7,000,000	\$9,227,400	
Indicated Unit Value per Acre:	\$21,513	\$84,013	\$71,673	\$29,993	\$19,575	\$97,914	
Time Adjustment:	0%	0%	0%	0%	0%	0%	0%
Market Adjustment:	40%	0%	0%	0%	0%	0%	-40%
Time/Market Adjusted Value per Acre (\$/Acre):	\$30,118	\$84,013	\$71,673	\$29,993	\$19,575	\$97,914	
Other Adjustments							
Zoning/Planned Use:	Similar	Similar	Similar	Similar	Similar	Similar	Similar
Size:	Similar	Similar	Similar	Similar	Similar	Similar	Similar
Topography:	Similar	Similar	Similar	Similar	Similar	Similar	Similar
Location/Access:	Interior	Superior	Similar	Interior	Superior	Superior	Superior
Overall Comparability:	Interior	Superior	Similar	Similar	Similar	Interior	



Comments and Correlations**Time**

H.6 All six market indices are considered relatively good indicators of bareland value for the subject properties within the City of Regina, although the prices vary significantly from one sale to the others. A review of these market indices and other market information does not suggest a definitive trend in lands prices over time in the immediate area of the subject properties and therefore no time adjustments have been applied. At present, due to increased demand of industrial lands in the City of Regina and significant speculation, there is upward pressure on prices of industrial land but no definite trend could be determined within areas surrounding the City of Regina.

Motive

H.7

s.17(1)(a)

Zoning/Planned Use

H.8 The subject properties are located within the "Urban Holding" area of the current City of Regina LUB No. 9250 and designated for future uses of light/medium industrial. Indices #1, #2, #3 and #4 are considered similar to the subject properties as the current use and/or planned future use of these properties are urban holdings for future light/medium industrial development. Market Indices #5 and #6 is considered to contain inferior zoning and planned use as the properties contain agricultural zoning with designated agricultural future use.



Size

H.9 The subject properties range in size from 116.87 to 87.41 acres. The market indices range in size from 367.42 acres to 41.16 acres. All six of the indices are considered comparable on a per acre basis relative to size.

Topography

H.10 The topography of the subject properties is undulating to depressional. Index #6 topography is depressional and subject to flooding. All five of the other market indices are considered similar to the subject properties relative to topography.

Location/Access

H.11 The subject property NW 20-17-20-W2M is within the City of Regina and is accessed via paved Secondary Highway #730. An interchange for the West Bypass is planned for development adjacent to the property's east side. Market Index #1 contains similar access but does not have access to an interchange which is considered inferior to the subject property. Market indices #3 and #4 do not have access. Market index #3 will likely have access to a future interchange. Market index #4 will not have access to a future interchange. Market indices #3 and #4 are considered inferior to the subject property. Market indices #2, #5 and #6 contain similar access and have access to an existing or proposed future interchange therefore are considered similar to the subject property

H.12 The subject property SW 20-17-20-W2M is within the City of Regina and does not have access. An interchange for the West Bypass is planned for development adjacent to the property's east side. Market Index #1 has access but does not have access to an interchange which is considered inferior to the subject property. Market Index #2, #5 and #6 have access as well as access to a current or future proposed interchange and are considered superior to the subject property. Market indices #4 does not have access and will not have access to a current or proposed future interchange and is considered inferior to the subject property. Market index #3 does not have access but will have access to a future interchange and is considered similar to the subject property.

Conclusion

H.12 The market indices indicate a non-adjusted average price per acre of approximately \$54,000. However, for Subject Property #1, the NW 20-17-20-W2M, Indices #1, #3 and #4 are considered inferior. The average indicated value per acre excluding Indices #1, #3 and #4 is approximately \$65,000. For Subject Property #2, the SW 20-17-20-W2M, Index #2 is considered superior and Indices #1 and #6 are considered inferior. The average indicated value per acre excluding Indices #1, #2 and #6 is approximately \$51,000.



H.13 Considering all market information obtained and the values indicated via the Direct Comparison Approach it is the appraisers' opinion the respective Market Values of the Fee Simple Estates in respect of the subject properties as at September 26, 2013 are:

NW 20-17-20-W2M is \$65,000 per acre or \$7,597,000
(\$65,000/acre x 116.87 acres, rounded)

SW 20-17-20-W2M is \$51,000 per acre or \$4,458,000
(\$51,000/acre x 87.41 acres, rounded)

I. STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS:

I.1 We have assumed that:

- the legal descriptions of the titles are correct
- the land surveys and acreages as supplied by Saskatchewan Land Titles Registry are correct. No legal surveys on our part were made, and we assume no responsibility in this connection
- the titles are good and marketable and that there are no encroachments, encumbrances, restrictions, leases or covenants that would in any way affect the valuation, except as expressly noted herein. Any charges registered against the subject properties are outlined within the photocopies of the Certificates of Title contained within Appendix VI of this report.
- there are no hidden or unapparent conditions of the properties or subsoil that would render them more or less valuable and no responsibility is assumed for such conditions or engineering that might be required to discover these factors
- the subject properties comply with government regulations including zoning, building codes and health regulations

I.2 Per the terms of reference, we performed only roadside/driveway inspection of the subject properties and the owners of the subject property were not contacted.

I.3 Unless otherwise stated in this report, the appraiser has no knowledge of any hidden or unapparent conditions of the properties (including but not limited to the soils, physical structure, etc.) or adverse environmental conditions (on them or a neighbouring property, including the presence of hazardous wastes, toxic substances, etc.) that would make the properties more or less valuable. It has been assumed that there are no such conditions unless they were observed at the time of inspection or became apparent during the normal research involved in completing the appraisal, in which case they would be noted in this report. This report should not be construed as an environmental audit or detailed property condition report, as such reporting is beyond the scope of this report and/or the qualifications of the



appraisers. The authors make no guarantees or warranties, express or implied, regarding the condition of the properties, and will not accept any responsibility for any such conditions that may exist or for any engineering or testing that might be required to discover whether such conditions exist. The bearing capacity of the soils is assumed to be adequate. **If the party relying on this report requires information about environmental issues, then that party is cautioned to retain an expert qualified to address such issues. We expressly deny any legal liability relating to the effect of environmental issues on the market value of the subject properties.**

- I.4 Market data has been obtained from documents registered at Saskatchewan Land Titles Registry, Farmland Securities, or as reported by the local real estate board. In addition to relying on such documented and generally reliable evidence of market transactions, it was also necessary to rely on hearsay evidence. Except as noted herein, a reasonable attempt has been made to verify all such information.
- I.5 Information furnished by others and used in preparation of this appraisal report has been cross-checked wherever possible during the course of the appraisal and is assumed to be accurate.
- I.6 All estimates and/or opinions of value contained herein are stated in terms of Canadian Dollars, and are expressed in terms of cash or in terms of financial arrangements equivalent to cash.
- I.7 We reserve the right to review all information, data, assumptions, understandings and calculations included or referred to in this report and, if we consider it necessary, to revise our conclusions and/or opinion(s) in light of any new facts or conditions which, unknown to us, existed at any time prior to or at the date of issuance of this report, but which become known to us subsequent to the date of this report.
- I.8 Because market conditions; including economic, social and political factors, change rapidly and on occasion without warning, the market value estimate expressed as of the date of this appraisal cannot be relied upon as of any other date except with further advice from the appraisers and confirmed in writing.



I.9 Maps and aerial photographs are included in the Appendix of this report only to act as aids in interpretation of the appraisal, and no attempt has been made by the appraisers to verify the accuracy of these.

I.10 The use and application of this appraisal report is reserved for Vertex and Global Transportation Hub and its use is limited to the specific purpose and function stated within Sections B and C respectively. Liability is expressly denied to any other person or entity.

I.11 **Possession of this report, or a copy thereof, does not carry with it the right of publication. All copyright is reserved to Canadian Resource Valuation Group Inc. (CRVG) and is considered confidential as between CRVG, Vertex and Global Transportation Hub. However, this report may be disclosed to the owner of the subject properties for the purpose of negotiations for possible acquisition/disposition of the lands, however, this disclosure does not void the copy right and does not permit any further distribution, in hard copy or digital format, to any other person(s) or entities. Subject to the above this report cannot be disclosed, quoted from or referred to, in whole or in part, or published in any manner without the express written consent of CRVG.**



J. CERTIFICATION AS TO THIS APPRAISAL REPORT

J.1 We certify that, subject to the limiting conditions and assumptions, to the best of our knowledge and belief:

- the statements of fact contained in this report are true and correct
- the reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial and unbiased professional analyses, opinions and conclusions
- we have no present or prospective interest or bias in respect of the properties that are the subject of this report, and we have no personal interest or bias with respect to the parties involved
- our engagement in and compensation for this assignment are not contingent upon developing or reporting predetermined results, the amount of our value estimates, or any particular conclusion stated herein
- the reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and the Uniform Standards of Professional Appraisal Practice of the Appraisal Institute of Canada.
- we have the knowledge and experience necessary to complete this assignment competently
- as of the date of this report the undersigned has fulfilled the requirements of "The Appraisal Institute of Canada Continuing Professional Development Program" for its designated members and candidate members
- as of the date of this report the undersigned remained licensed as a Real Estate Appraiser, pursuant to the licensing requirements of the Real Estate Act of the Province of Alberta

J.2 24(1)(k) completed a roadside inspection of the subject properties and performed background research and assisted in the preparation of this report; however, all opinions expressed herein are those of 24(1)(k)

J.3 24(1)(k) did not inspect the subject properties but for the preparation of this report provided direction to the above consultant, reviewed this report and the background material where necessary, and was involved in the determination of the "Market Value" stated herein.

J.4 **THIS REPORT IS NOT TO BE COPIED AND/OR DISTRIBUTED BEYOND VERTEX AND GLOBAL TRANSPORTATION HUB WITHOUT PRIOR WRITTEN CONSENT FROM CANADIAN RESOURCE VALUATION GROUP INC.**

J.5 **In our opinion, subject to the limiting conditions and assumptions outlined herein, the Market Value of the Fee Simple Estates of the herein described subject properties, as at September 26, 2013, are:**

NW 20-17-20-W2M \$65,000 per acre or SEVEN MILLION FIVE HUNDRED NINETY SEVEN THOUSAND DOLLARS (\$7,597,000)

SW 20-17-20-W2M \$51,000 per acre or FOUR MILLION FOUR HUNDRED FIFTY EIGHT THOUSAND DOLLARS (\$4,458,000)

24(1)(k)



APPENDICES

REGIONAL MAP.....	I
AREA MAP.....	II
CITY OF REGINA DEVELOPMENT PLAN MAP.....	III(a)
CITY OF REGINA LAND USE BYLAW MAP	III(b)
AERIAL PHOTOGRAPHS.....	IV
PHOTOGRAPHS OF SUBJECT PROPERTIES	V
COPIES OF LAND TITLES REGISTRY TITLES.....	VI
PROFESSIONAL RESUME OF JOHN F. WASMUTH.....	VII
PROFESSIONAL RESUME OF KATHRYN G. YORKSTON.....	VIII



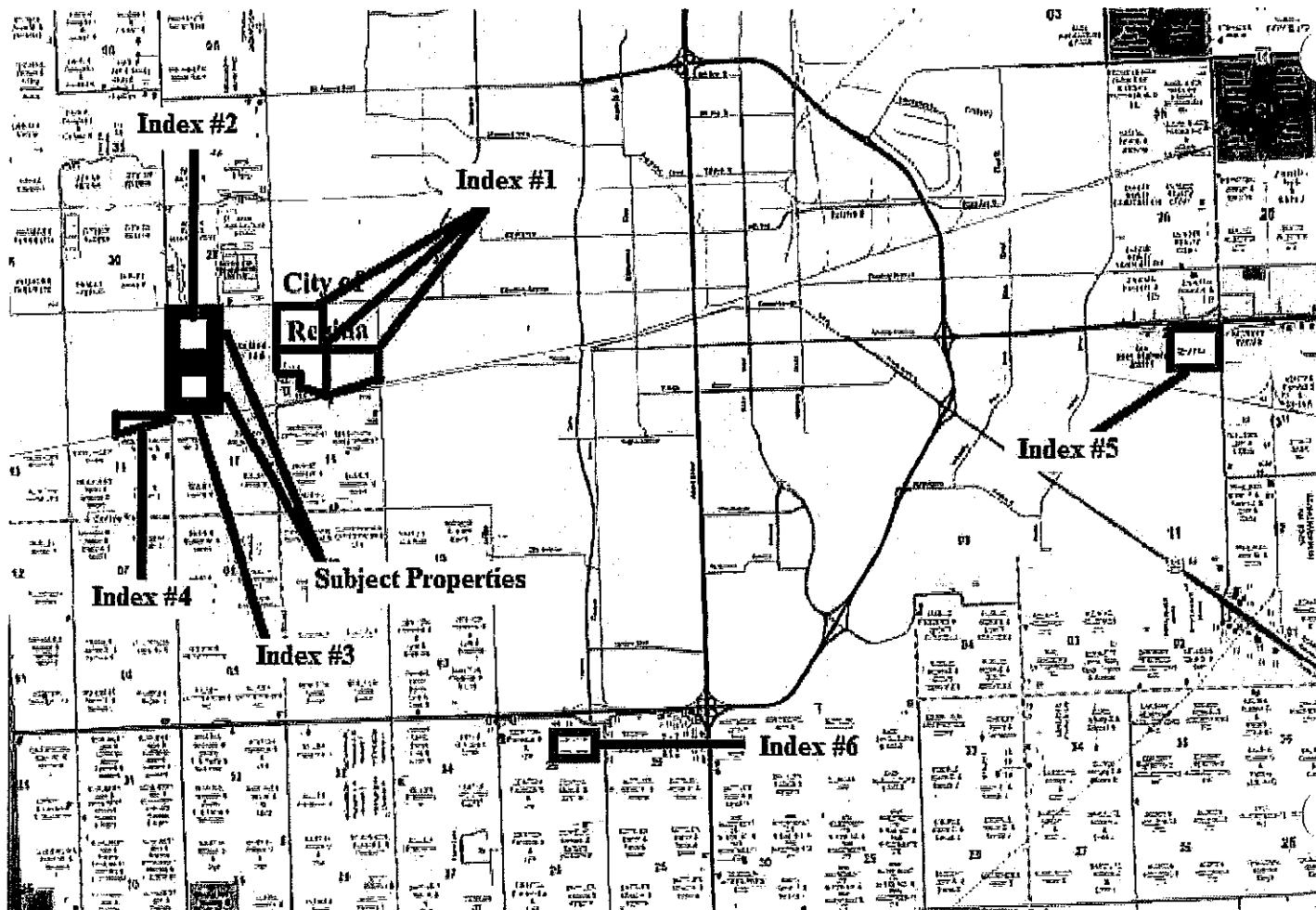
REGIONAL MAP

APPENDIX I

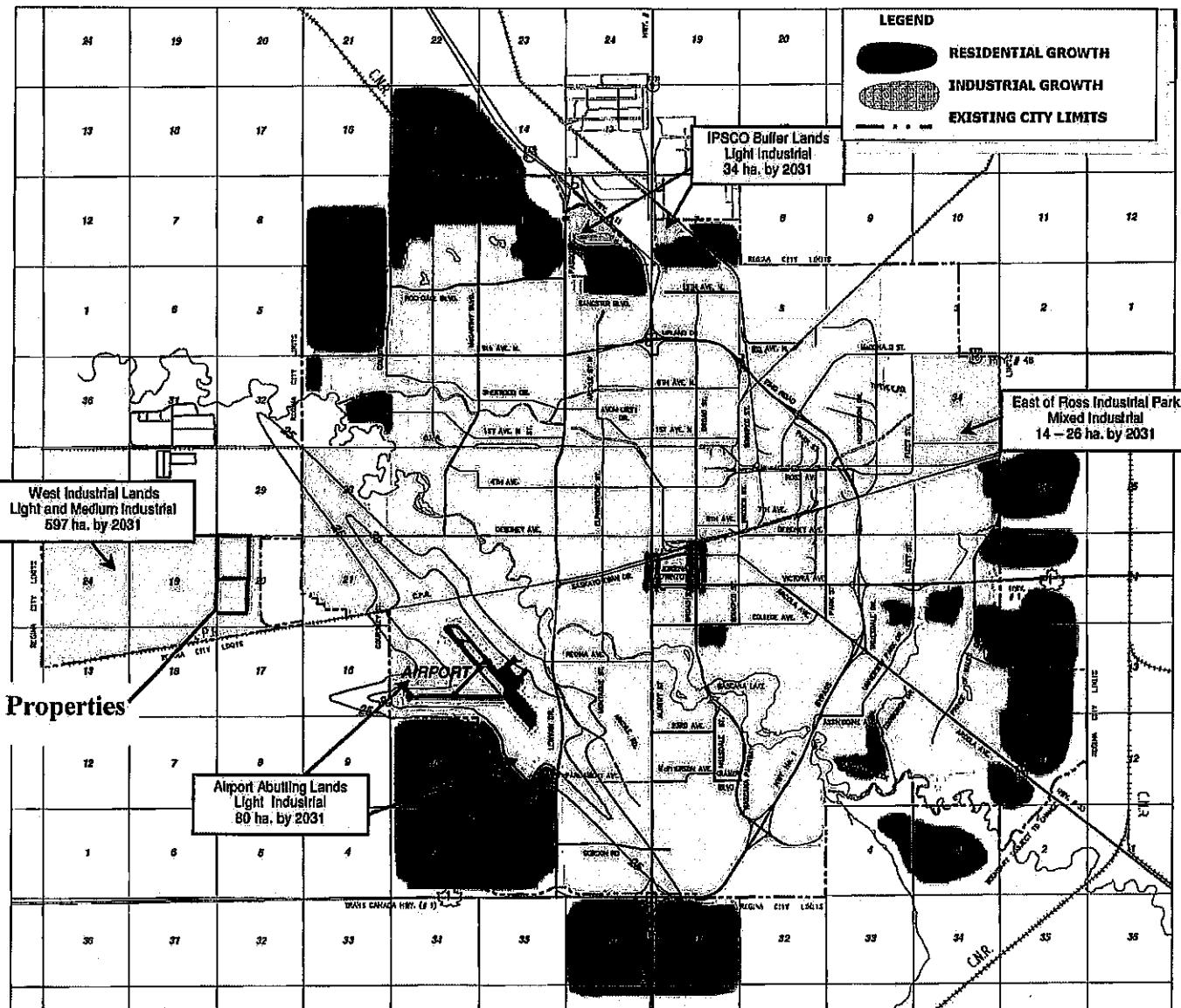
SUBJECT PROPERTIES	
Strasburg	217
Island View	217
Bulyea	217
Aylesbury	217
Holdfast	217
Wes Too Beach	217
Alice Beach	217
Ear Grey	217
South Grey	217
Sunset	217
Chamberlain	217
Dike Cove	217
Findlater	217
Kannata	217
Valley	217
Buena Vista	217
Saskatchewan Beach	217
Lumsden Beach	217
Craven	217
Edenwold	217
District of Katepwa	217
Qu'Appelle	217
McLean	217
Sintaluta	217
B-Say-Tah	217
Lebret	217
"Abenatti	217
Lemberg	217
Odessa	217
Kendal	217
Montmartre	217
Vank	217
Francis	217
Grand Coulee	218
Regina Butte	218
Pense	218
Tuxford	219
Caronport	219
Belle Plaine	219
Moose Jaw	219
Drinkwater	219
Grand Coulee	220
Wilcox	220
Routeau	220
Briercrest	220
Avonlea	220
Milestone	220
Lang	220
Osage	220
McTaggart	220
Yellow Grass	220
Weyburn	220
Ston	220
Mossbank	221
Gravelbourg	221
Neville	221
Vanguard	221
Cadillac	221
Pontiac	221
Hazemore	221
Lafecfe	221
Limerick	221
Kincard	221
Assinibola	221
Assinibola	222

AREA MAP

APPENDIX II

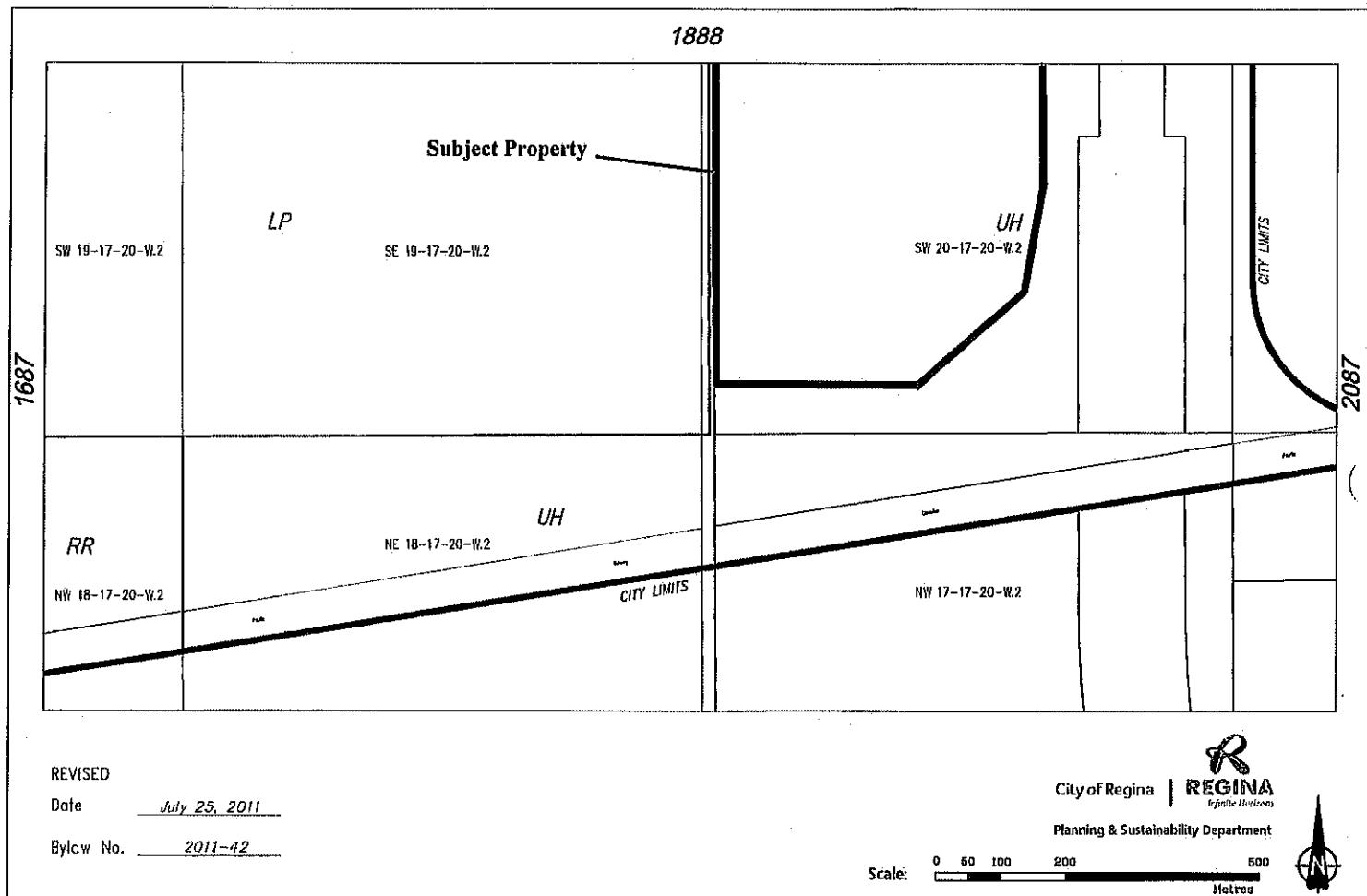


MAP 2.3: POTENTIAL LONG TERM GROWTH AREAS



CITY OF REGINA LAND USE BYLAW MAP

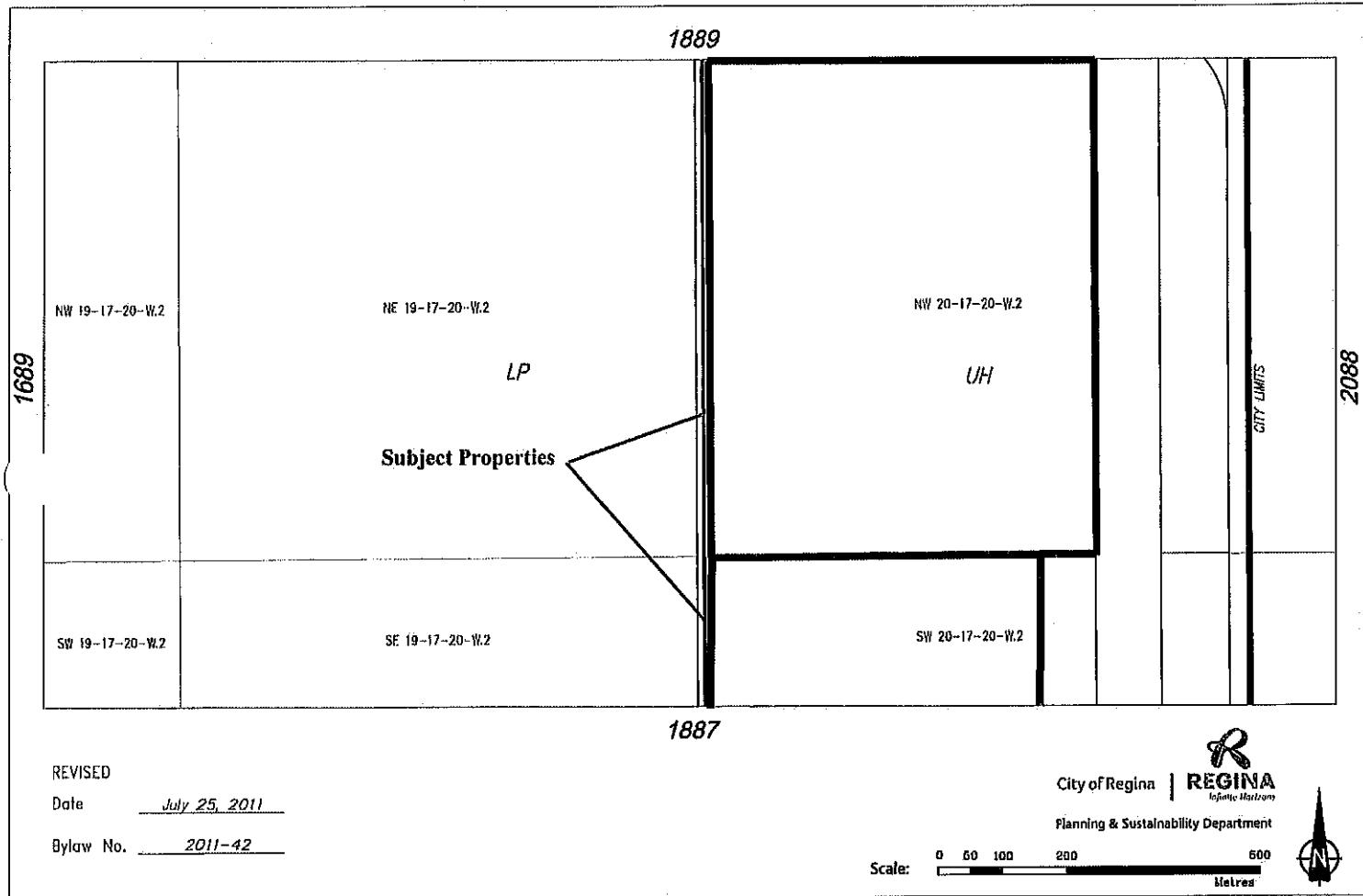
APPENDIX III(b)(i)



ZONING MAP 1887

CITY OF REGINA LAND USE BYLAW MAP

APPENDIX III(b)(ii)



AERIAL PHOTOGRAPHS

APPENDIX IV

NW 20-17-20-W2M



SW 20-17-20-W2M



SUBJECT PROPERTY



PHOTOGRAPHS OF SUBJECT PROPERTIES
(Taken September 26, 2013)

APPENDIX V (a)

NW 20-17-20-W2M



NW CORNER LOOKING SOUTH ALONG CONDIE ROAD RIGHT OF WAY

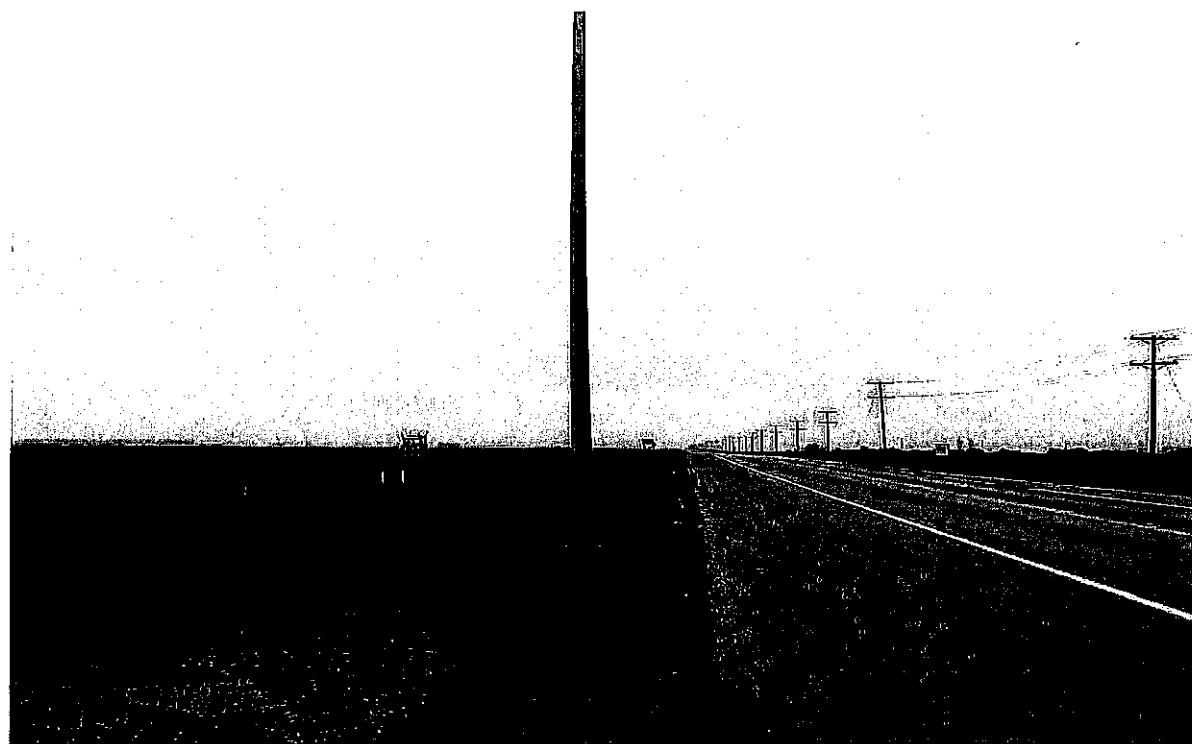


NE CORNER LOOKING SOUTH

PHOTOGRAPHS OF SUBJECT PROPERTIES
(Taken September 26, 2013)

APPENDIX V (b)

NW 20-17-20-W2M



NE CORNER LOOKING WEST DOWN SECONDARY HIGHWAY #730



NE CORNER LOOKING SOUTHWEST

PHOTOGRAPHS OF SUBJECT PROPERTIES
(Taken September 26, 2013)

APPENDIX V (c)

SW 20-17-20-W2M



SW CORNER LOOKING NORTHEAST



SW CORNER LOOKING NORTHEAST

**PHOTOGRAPHS OF SUBJECT PROPERTY
(Taken May 16, 2013)**

APPENDIX V (d)

SW 20-17-20-W2M



**TAKEN FROM CENTRAL EAST BOUNDARY OF SE 20-17-20-W2M LOOKING WEST AT SUBJECT PROPERTY
NOTE: INTERCHANGE MOUNDS IN BACKGROUND SITUATED ON EAST SIDE OF
SW 20-17-20-W2M**



TAKEN FROM THE SW CORNER OF SW 20-17-20-W2M - ZOOMED INTO DIRT MOUNDS FOR FUTURE BYPASS ON EAST SIDE OF SW 20-17-20-W2M NOTE (SAME INTERCHANGE MOUNDS)

APPENDIX VI (a)

**Province of Saskatchewan
Land Titles Registry
Title**

Title #: 143310912 **As of:** 28 Aug 2013 09:40:14
Title Status: Active **Last Amendment Date:** 06 Mar 2013 13:30:25.287
Parcel Type: Surface **Issued:** 26 Feb 2013 16:11:43.920
Parcel Value: \$9,818,588.00 CAD
Title Value: \$9,818,588.00 CAD **Municipality:** CITY OF REGINA
Converted Title: 96R32979
Previous Title and/or Abstract #: 139832927

101225232 SASKATCHEWAN LTD. is the registered owner of Surface Parcel #165025414

Reference Land Description: NW Sec 20 Twp 17 Rge 20 W2 Extension 1

This title is subject to any registered interests set out below and the exceptions, reservations and interests mentioned in section 14 of *The Land Titles Act, 2000*.

Registered Interests:

Interest #: 161956244 **CNV Easement**
Value: N/A
Reg'd: 29 Aug 1978 02:10:43
Interest Register Amendment
Date: N/A
Interest Assignment
Date: 18 Jan 2012 10:23:14
Expiry Date: N/A

Holder:
TRANSGAS LIMITED
1000 - 1777 VICTORIA AVENUE
REGINA, SK, Canada S4P 4K5
Client #: 100399484
Int. Register #: 101206224
Converted Instrument #: 78R42753
Feature #: 100035098

Interest #: 161956255 **CNV Easement**
Value: N/A
Reg'd: 05 Oct 1979 02:12:29
Interest Register Amendment
Date: N/A
Interest Assignment

Date: N/A
Expiry Date: N/A

Holder:
KINDER MORGAN COCHIN ULC
1500 - 1874 SCARTH STREET
REGINA, SK, Canada S4P 4E9
Client #: 100407642
Int. Register #: 101206235
Converted Instrument #: 79R48704
Feature #: 999999

Interest #:
161956266 Public Utility Easement

Value: N/A
Reg'd: 16 Aug 2010 11:10:20
Interest Register Amendment
Date: N/A
Interest Assignment
Date: N/A
Expiry Date: N/A

Holder:
Petroleum Transmission Company
P.O. Box 11162, Suite 1100, 1055 West Georgia Street
Vancouver, British Columbia, Canada V6E 3R5
Client #: 100939901
Int. Register #: 116678706

Interest #:
161956277 Pipelines Act - Easement

Value: N/A
Reg'd: 22 Dec 2010 14:19:31
Interest Register Amendment
Date: N/A
Interest Assignment
Date: N/A
Expiry Date: N/A

Holder:
Kinder Morgan Cochin ULC
#68 80 Chippewa Road
Sherwood Park, Alberta, Canada T8A 4W6
Client #: 121164397
Int. Register #: 117048078

Interest #:
161956288 Public Utility Easement

Value: N/A
Reg'd: 07 Feb 2011 11:43:49
Interest Register Amendment
Date: N/A
Interest Assignment
Date: N/A

Expiry Date: N/A

Holder:

Petroleum Transmission Company
P.O. Box 11162, Suite 1100, 1055 West Georgia Street
Vancouver, British Columbia, Canada V6E 3R5
Client #: 100939901
Int. Register #: 117140442

Interest #:
161956312

Mortgage

Value: \$6,081,725.00 CAD
Reg'd: 26 Feb 2013 16:11:48
Interest Register Amendment
Date: N/A
Interest Assignment
Date: N/A
Expiry Date: N/A

Holder:

CONEXUS CREDIT UNION 2006
P.O. Box 1960 Stn. Main
REGINA, Saskatchewan, Canada S4P 4M1
Client #: 102031591
Int. Register #: 118991841

Interest #:
161956334

Assignment of Rents

Value: N/A
Reg'd: 26 Feb 2013 16:11:49
Interest Register Amendment
Date: N/A
Interest Assignment
Date: N/A
Expiry Date: N/A

Holder:

CONEXUS CREDIT UNION 2006
P.O. Box 1960 Stn. Main
REGINA, Saskatchewan, Canada S4P 4M1
Client #: 102031591
Int. Register #: 118991863

Addresses for Service:

Name	Address
Owner: 101225232 SASKATCHEWAN LTD.	116 ALBERT STREET REGINA, SK, Canada S4R 2N2
Client #: 128333202	

Notes:

Parcel Class Code: Parcel (Generic)

Back

APPENDIX VI (b)

**Province of Saskatchewan
Land Titles Registry
Title**

Title #: 143310473**As of:** 28 Aug 2013 09:42:58**Title Status:** Active**Last Amendment Date:** 06 Mar 2013 13:30:25.453**Parcel Type:** Surface**Issued:** 26 Feb 2013 16:10:03.930**Parcel Value:** \$6,264,954.00 CAD**Title Value:** \$6,264,954.00 CAD **Municipality:** CITY OF REGINA**Converted Title:** 99RA25307**Previous Title and/or Abstract #:** 141187653

101225232 SASKATCHEWAN LTD. is the registered owner of Surface Parcel #166005862

Reference Land Description: SW Sec 20 Twp 17 Rge 20 W2 Extension 2

This title is subject to any registered interests set out below and the exceptions, reservations and interests mentioned in section 14 of *The Land Titles Act, 2000*.

Registered Interests:**Interest #:****161955119**

CNV Easement

Value: N/A**Reg'd:** 29 Aug 1978 01:11:15**Interest Register Amendment****Date:** N/A**Interest Assignment****Date:** 18 Jan 2012 10:18:16**Expiry Date:** N/A**Holder:**

TRANSGAS LIMITED
1000 - 1777 VICTORIA AVENUE
REGINA, SK, Canada S4P 4K5

Client #: 100399484**Int. Register #:** 101206246**Converted Instrument #:** 78R42754**Feature #:** 100035098**Interest #:****161955120**

CNV Easement

Value: N/A**Reg'd:** 03 Dec 1999 00:47:08**Interest Register Amendment****Date:** N/A**Interest Assignment**

Date: N/A
Expiry Date: N/A

S'ly 7.5 metres

Holder:

Saskatchewan Telecommunications
13th Floor, 2121 Saskatchewan Drive
Regina, Saskatchewan, Canada S4P 3Y2

Client #: 100006861

Int. Register #: 101206257

Converted Instrument #: 99RA28285

Addresses for Service:

Name	Address
-------------	----------------

Owner:

101225232 SASKATCHEWAN LTD. 116 ALBERT STREET REGINA, SK, Canada S4R 2N2
Client #: 128333202

Notes:

Parcel Class Code: Parcel (Generic)

Back

24(1)(k)

Academic Qualifications and Continuing Professional Development (CPD)

24(1)(k)

Memberships

24(1)(k)

Professional Activities

24(1)(k)

Career Experience

2001 to Present

24(1)(k)

1991 - 2001

1979 - 1991

1978 - 1979

1974 - 1978

Prior to 1974

Appraisal Assignments

24(1)(k)

Assessments of Agricultural Losses

24(1)(k)

Selected Studies / Technical Reports

24(1)(k)

Prepared a number of papers and presentations involving the following topics:

24(1)(k)

PROFESSIONAL RESUME

24(1)(k)

A. Academic Qualifications and Continuing Professional Development

24(1)(k)

B. Professional Institute and Association Memberships/Licenses

24(1)(k)

C. Career Development

24(1)(k)

Estimator

24(1)(k)

D. Professional Experience

24(1)(k)

Consulting Assignments

24(1)(k)

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Schroeder, Matt GTH

From: Wagar, Blair GTH
Sent: Saturday, January 25, 2014 12:42 PM
To: Baker, Cam ECON
Cc: Richards, Bryan GTH
Subject: 16(1)

Hi Cam,

16(1)

Blair

From: Baker, Cam ECON
Sent: January 7, 2014 4:29 PM
To: Wagar, Blair GTH
Subject: RE: OC for Marquart Land Acquisition

16(1)

From: Wagar, Blair GTH
Sent: Tuesday, January 07, 2014 4:26 PM
To: Baker, Cam ECON
Cc: Richards, Bryan GTH
Subject: OC for Marquart Land Acquisition
Importance: High

Hi Cam,

16(1)

Thanks

Blair

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



Schroeder, Matt GTH

From: Louis Ranger 29(1) Tuesday, December 24,
Sent: 2013 3:27 PM Wagar, Blair GTH
To: Schroeder, Matt GTH; Richards, Bryan GTH
Cc: RE: Update - Marquart Land
Subject:

Thank you and best wishes to you all. I hope most of your gifts are wrapped by now! Louis

-----Original Message-----

From: Wagar, Blair GTH [mailto:blair.wagar@thegth.com]
Sent: December-24-13 11:37 AM
To: 'louisranger29(1)'
Cc: Schroeder, Matt GTH; Richards, Bryan GTH
Subject: Fw: Update - Marquart Land

Hi Louis,

As the Chair of the A&F committee we wanted to update you on the outcome from the Government's Dec 18th and Board's Dec 19th decision to acquire the lands to the East of the GTH. As of 10:00am today we have an accepted offer to purchase with a closing date set for February 14, 2014. The purchase price is just over \$21M for the 203 acres.

Merry Christmas Louis and all the best for 2014.

Cheers,

Blair Wagar

From Wireless Handheld

----- Original Message -----

From: Wagar, Blair GTH
Sent: Tuesday, December 24, 2013 10:26 AM
To: Richards, Bryan GTH
Cc: Baker, Cam ECON; Pushor, Laurie ECON; Schroeder, Matt GTH
Subject: Re: Update - Marquart Land

Bryan,

Further to my note below, we have an ACCEPTED Offer to Purchase. I received the signed Offer back from the seller at 10:02am this morning. The next step is to ensure all the proper closing documentation and funds is in place on or before February 14, 2014.

I've copied Matt into this note so he is up to date on status of this purchase and the timing for the funds for closing.

I will also sent Louis an update as the Chair of the A&F Committee so he's up to date.

Merry Christmas all!

Blair Wagar

From Wireless Handheld

----- Original Message -----

From: Wagar, Blair GTH
Sent: Monday, December 23, 2013 10:00 PM
To: Richards, Bryan GTH
Cc: Baker, Cam ECON; Pushor, Laurie ECON
Subject: Update - Marquart Land

Hi Bryan,

As per instructions, I've emailed an unconditional Offer to Purchase the two parcels of land between the GTH and the West Regina Bypass. The seller is a SK numbered company who's President is Anthony Marquart.

The total purchase price is just over \$21M for the 203 acres.

17(1)(b)(i)(iii)

If the offer is accepted, the closing date is set for February 14, 2014.

Blair Wagar

From Wireless Handheld=

Schroeder, Matt GTH

From: Richards, Bryan GTH
Sent: Tuesday, December 24, 2013 10:27 AM
To: Wagar, Blair GTH
Cc: Baker, Cam ECON; Pushor, Laurie ECON; Schroeder, Matt GTH
Subject: Re: Update - Marquart Land

Thanks Blair. Likewise, the best to you and yours

From: Wagar, Blair GTH
Sent: Tuesday, December 24, 2013 6:26 AM
To: Richards, Bryan GTH
Cc: Baker, Cam ECON; Pushor, Laurie ECON; Schroeder, Matt GTH
Subject: Re: Update - Marquart Land

Bryan,

Further to my note below, we have an ACCEPTED Offer to Purchase. I received the signed Offer back from the seller at 10:02am this morning. The next step is to ensure all the proper closing documentation and funds is in place on or before February 14, 2014.

I've copied Matt into this note so he is up to date on status of this purchase and the timing for the funds for closing.

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Merry Christmas all!

Blair Wagar

From Wireless Handheld

----- Original Message -----

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To: Richards, Bryan GTH
Cc: Baker, Cam ECON; Pushor, Laurie ECON
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17(1)(b)(i)(iii)

If the offer is accepted, the closing date is set for February 14, 2014.

Blair Wagar

From Wireless Handheld

Schroeder, Matt GTH

From: Pushor, Laurie ECON
Sent: Tuesday, December 24, 2013 10:28 AM
To: Wagar, Blair GTH; Richards, Bryan GTH
Cc: Baker, Cam ECON; Schroeder, Matt GTH
Subject: RE: Update - Marquart Land

Great stuff, thanks for all the diligent follow up, enjoy your break, finally!

-----Original Message-----

From: Wagar, Blair GTH
Sent: Tuesday, December 24, 2013 10:26 AM
To: Richards, Bryan GTH
Cc: Baker, Cam ECON; Pushor, Laurie ECON; Schroeder, Matt GTH
Subject: Re: Update - Marquart Land

Bryan,

Further to my note below, we have an ACCEPTED Offer to Purchase. I received the signed Offer back from the seller at 10:02am this morning. The next step is to ensure all the proper closing documentation and funds is in place on or before February 14, 2014.

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To: Richards, Bryan GTH
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The total purchase price is just over \$21M for the 203 acres.

17(1)(b)(i)(iii)

If the offer is accepted, the closing date is set for February 14, 2014.

Blair Wagar

From Wireless Handheld

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;

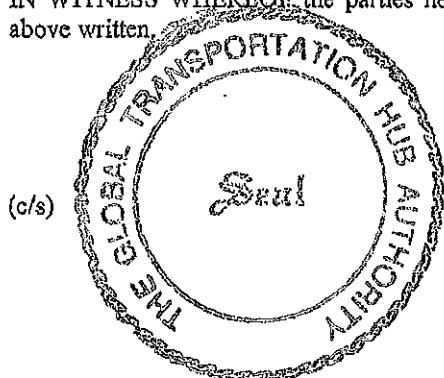
AND WHEREAS, this Agreement is referred to as the "First Amending Agreement";

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 enure 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:

B. Re

101225232 SASKATCHEWAN LTD

(c/s)

Per:

ANTHONY MARQUART

2

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

Hi Anthony,

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

Blair Wagar

From Wireless Handheld

From: Wagar, Blair GTH

Sent: Monday, December 23, 2013 05:35 PM

To: 'amarquard@royaltydevelopments.com' <amarquard@royaltydevelopments.com>

Subject: Fw: Marquart Land Purchase

Third attempt.

Blair Wagar

From Wireless Handheld

From: Wagar, Blair GTH

Sent: Monday, December 23, 2013 05:11 PM

To: 'amarquard@royaltydevelopments.com' <amarquard@royaltydevelopments.com>

Subject: Fw: Marquart Land Purchase

First attempted to email bounced back. This is second attempt.

Blair Wagar

From Wireless Handheld

From: Wagar, Blair GTH

Sent: Monday, December 23, 2013 05:05 PM

To: 'amarquard@royaltydevelopments.com' <amarquard@royaltydevelopments.com>

Cc: 'd.bishop@mckercher.ca' <d.bishop@mckercher.ca>

Subject: Fw: Marquart Land Purchase

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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Schroeder, Matt GTH

From: Anthony Marquart <amarquart@royaltydevelopments.com>
Sent: Tuesday, December 24, 2013 9:59 AM
To: Wagar, Blair GTH
Cc: ron.miller@sasktel.net; d.bishop@mckercher.ca
Subject: RE: Marquart Land Purchase
Attachments: GTH - Industrial Land Purchase.pdf

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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Cc: 'd.bishop@mckercher.ca' <d.bishop@mckercher.ca>
Subject: Fw: Marquart Land Purchase

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

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Administration Manager
GLOBAL TRANSPORTATION HUB
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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;

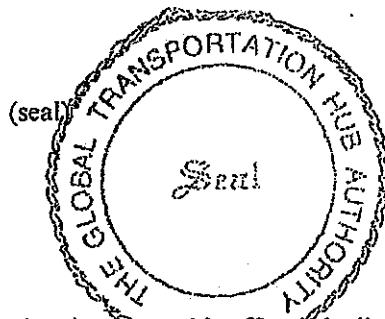
any deleterious or hazardous substances, nor is the Vendor aware of any deleterious or hazardous substances migrating onto the Property from adjoining properties, and the Vendor has at all times complied with existing environmental laws or regulations, or the terms of any permits or licenses, and has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

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 #: 306 566 4487
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

Received and will review this morning.

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

Hi Anthony,

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Sent: Monday, December 23, 2013 05:05 PM
To: 'amarquard@royaltydevelopments.com' <amarquard@royaltydevelopments.com>
Cc: 'd.bishop@mckercher.ca' <d.bishop@mckercher.ca>
Subject: Fw: Marquart Land Purchase

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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Schroeder, Matt GTH

From: Wagar, Blair GTH
Sent: Monday, December 23, 2013 5:41 PM
To: 'amarquart@royaltydevelopments.com'
Subject: Fw: Marquart Land Purchase
Attachments: Marquart Land Purchase.pdf

Hi Anthony,

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

Blair Wagar

From Wireless Handheld

From: Wagar, Blair GTH
Sent: Monday, December 23, 2013 05:35 PM
To: 'amarquard@royaltydevelopments.com' <amarquard@royaltydevelopments.com>
Subject: Fw: Marquart Land Purchase

Third attempt.

Blair Wagar

From Wireless Handheld

From: Wagar, Blair GTH
Sent: Monday, December 23, 2013 05:11 PM
To: 'amarquard@royaltydevelopments.com' <amarquard@royaltydevelopments.com>
Subject: Fw: Marquart Land Purchase

First attempted to email bounced back. This is second attempt.

Blair Wagar

From Wireless Handheld

From: Wagar, Blair GTH
Sent: Monday, December 23, 2013 05:05 PM
To: 'amarquard@royaltydevelopments.com' <amarquard@royaltydevelopments.com>

Cc: 'd.bishop@mckercher.ca' <d.bishop@mckercher.ca>

Subject: Fw: Marquart Land Purchase

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

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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: _____

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;

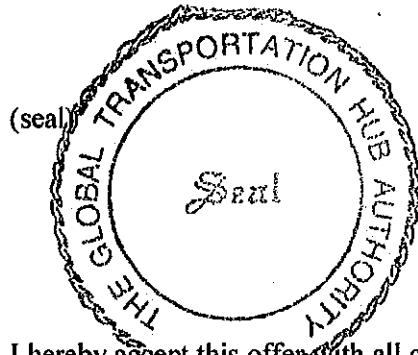
any deleterious or hazardous substances, nor is the Vendor aware of any deleterious or hazardous substances migrating onto the Property from adjoining properties, and the Vendor has at all times complied with existing environmental laws or regulations, or the terms of any permits or licenses, and has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

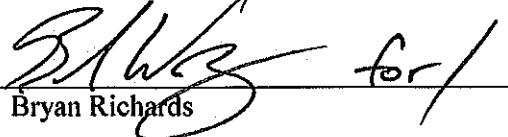
16. This Agreement may be executed (by facsimile or otherwise) in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

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

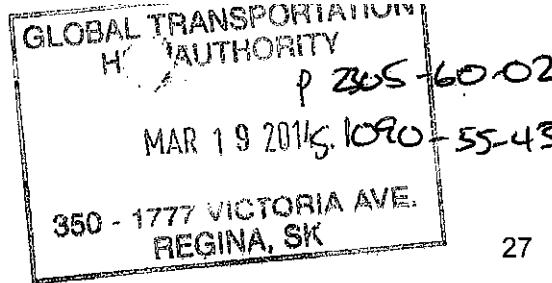
Interest Register #117048078 – Pipelines Act – Easement registered December 22, 2010 in favour of Kinder Morgan Cochin ULC

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



27

March 14, 2014

Reply To: **David J. Bishop**
Direct Dial: 306 565 6511
Email: d.bishop@mckercher.ca

Assistant: **Laura M. Ward (Real Estate)**
Direct Dial: 306 565 6566

The Global Transportation Hub Authority
350 - 1777 Victoria Avenue
Regina, SK S4P 4K5

ATTENTION: BLAIR WAGAR

Dear Sir:

RE: Purchase of NW & SW 20-17-20 W2 from 101225232 Saskatchewan Ltd.

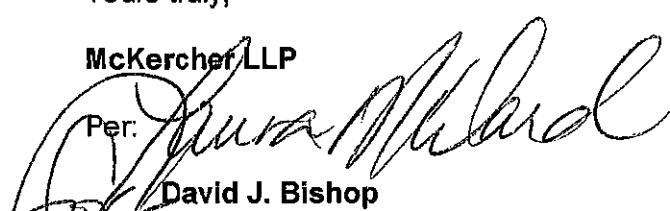
Further to our preliminary reporting letter dated March 3, 2014, we are pleased to advise that the title to your property has now been cleared of the vendor's prior encumbrances. Accordingly, enclosed are new copies of your titles for your records.

We trust you will find the enclosed in order. Should you have any questions or concerns, please do not hesitate to contact our office.

Yours truly,

McKercher LLP

Per:


Laura Ward

David J. Bishop

/lmw
Enclosures

A Member of Risk Management Counsel of Canada

Offices in Saskatoon and Regina

Our File Reference: 108879.32

Please reply to Regina Office:
800 - 1801 Hamilton Street
Regina, SK Canada S4P 4B4
Telephone: (306) 565-6500; Fax: (306) 565-6565

www.mckercher.ca

Province of Saskatchewan

Land Titles Registry

Title

Title #: 144762598 **As of:** 14 Mar 2014 10:26:59
Title Status: Active **Last Amendment Date:** 10 Mar 2014 14:22:34.880
Parcel Type: Surface **Issued:** 03 Mar 2014 08:45:44.280
Parcel Value: \$12,036,580.00 CAD
Title Value: \$12,036,580.00 CAD **Municipality:** CITY OF REGINA
Converted Title: 96R32979
Previous Title and/or Abstract #: 143310912

THE GLOBAL TRANSPORTATION HUB AUTHORITY is the registered owner
of Surface Parcel #165025414

Reference Land Description: NW Sec 20 Twp 17 Rge 20 W2 Extension 1

This title is subject to any registered interests set out below and the exceptions, reservations
and interests mentioned in section 14 of *The Land Titles Act, 2000*.

Registered Interests:

Interest #:
166153057 CNV Easement
Holder:
TRANSGAS LIMITED
1000 - 1777 VICTORIA AVENUE
REGINA, SK, Canada S4P 4K5
Client #: 100399484
Int. Register #: 101206224
Converted Instrument #: 78R42753
Feature #: 100035098
Value: N/A
Reg'd: 29 Aug 1978 02:10:43
Interest Register Amendment Date: N/A
Interest Assignment Date: 18 Jan 2012 10:23:14
Expiry Date: N/A

Interest #:
166153068 CNV Easement
Value: N/A
Reg'd: 05 Oct 1979 02:12:29
Interest Register Amendment Date: N/A
Interest Assignment

Date: N/A
Expiry Date: N/A

Holder:
KINDER MORGAN COCHIN ULC
1500 - 1874 SCARTH STREET
REGINA, SK, Canada S4P 4E9
Client #: 100407642
Int. Register #: 101206235
Converted Instrument #: 79R48704
Feature #: 999999

Interest #:
166153079 Public Utility Easement

Value: N/A
Reg'd: 16 Aug 2010 11:10:20
Interest Register Amendment
Date: N/A
Interest Assignment
Date: N/A
Expiry Date: N/A

Holder:
Petroleum Transmission Company
P.O. Box 11162, Suite 1100, 1055 West Georgia Street
Vancouver, British Columbia, Canada V6E 3R5
Client #: 100939901
Int. Register #: 116678706

Interest #:
166153080 Pipelines Act - Easement

Value: N/A
Reg'd: 22 Dec 2010 14:19:31
Interest Register Amendment
Date: 10 Dec 2013 11:40:04
Interest Assignment
Date: N/A
Expiry Date: N/A

Plan 102126798

Holder:
Kinder Morgan Cochin ULC
#68 80 Chippewa Road
Sherwood Park, Alberta, Canada T8A 4W6
Client #: 121164397
Int. Register #: 117048078

Interest #:
166153091 Public Utility Easement

Value: N/A
Reg'd: 07 Feb 2011 11:43:49
Interest Register Amendment
Date: N/A
Interest Assignment

Date: N/A
Expiry Date: N/A

Holder:

Petroleum Transmission Company
P.O. Box 11162, Suite 1100, 1055 West Georgia Street
Vancouver, British Columbia, Canada V6E 3R5

Client #: 100939901

Int. Register #: 117140442

Addresses for Service:

Name	Address
-------------	----------------

Owner:

THE GLOBAL TRANSPORTATION HUB 350 - 1777 VICTORIA AVE. REGINA, SK, Canada S4P 4K5
AUTHORITY

Client #: 126000931

Notes:

Parcel Class Code: Parcel (Generic)

Back

Province of Saskatchewan

Land Titles Registry

Title

Title #: 144762576 **As of:** 14 Mar 2014 10:27:33
Title Status: Active **Last Amendment Date:** 03 Mar 2014 08:45:44.207
Parcel Type: Surface **Issued:** 03 Mar 2014 08:45:43.723
Parcel Value: \$9,002,200.00 CAD
Title Value: \$9,002,200.00 CAD **Municipality:** CITY OF REGINA
Converted Title: 99RA25307
Previous Title and/or Abstract #: 143310473

THE GLOBAL TRANSPORTATION HUB AUTHORITY is the registered owner
of Surface Parcel #166005862

Reference Land Description: SW Sec 20 Twp 17 Rge 20 W2 Extension 2

This title is subject to any registered interests set out below and the exceptions, reservations
and interests mentioned in section 14 of *The Land Titles Act, 2000*.

Registered Interests:

Interest #:
166153002 CNV Easement **Value:** N/A
 Reg'd: 29 Aug 1978 01:11:15
 Interest Register Amendment
 Date: N/A
 Interest Assignment
 Date: 18 Jan 2012 10:18:16
 Expiry Date: N/A

Holder:
TRANSGAS LIMITED
1000 - 1777 VICTORIA AVENUE
REGINA, SK, Canada S4P 4K5
Client #: 100399484
Int. Register #: 101206246
Converted Instrument #: 78R42754
Feature #: 100035098

Interest #:
166153013 CNV Easement **Value:** N/A
 Reg'd: 03 Dec 1999 00:47:08
 Interest Register Amendment
 Date: N/A
 Interest Assignment

Date: N/A
Expiry Date: N/A

S'ly 7.5 metres

Holder:

Saskatchewan Telecommunications
13th Floor, 2121 Saskatchewan Drive
Regina, Saskatchewan, Canada S4P 3Y2

Client #: 100006861

Int. Register #: 101206257

Converted Instrument #: 99RA28285

Addresses for Service:

Name	Address
-------------	----------------

Owner:

THE GLOBAL TRANSPORTATION HUB 350 - 1777 VICTORIA AVE. REGINA, SK, Canada S4P 4K5

AUTHORITY

Client #: 126000931

Notes:

Parcel Class Code: Parcel (Generic)

Back

ENTERED 28

22(a)(b)
18(1)(b)

22(a)(b)
18(1)(b)

)

22(a)(b)
18(1)(b)

Schroeder, Matt GTH

From: Palamara, Veach <veach.palamara@rbcb.com>
Sent: Friday, February 21, 2014 11:36 AM
To: Schroeder, Matt GTH
Cc: Oyka, Dianne
Subject: RE: Information required to send a Wire Transfer

Hi Matt,

I have made arrangements with Dianne Oyka the Manager Client Care at Main Branch to ensure we can get this done as quickly as possible.

When you come into the branch Tuesday morning at 9:30 please go to the Customer Assistance Desk (just past the Business Teller's right when you walk into the branch) and ask for Dianne.

She has the information for the wire transfer, but please ensure you bring in a copy as well.

Let me know if you need any thing further.

Veach

From: Schroeder, Matt GTH [mailto:matt.schroeder@thegth.com]
Sent: 2014, February, 21 9:04 AM
To: Palamara, Veach
Subject: RE: Information required to send a Wire Transfer

Hi Veach,

How long will it take us in the Branch? Two of us could come over at 930 on Tuesday but need to be back at the office by 10. If we could be out of there in 20 minutes that could work?

Thanks,

Matt

From: Palamara, Veach [mailto:veach.palamara@rbcb.com]
Sent: Thursday, February 20, 2014 4:28 PM
To: Schroeder, Matt GTH
Subject: RE: Information required to send a Wire Transfer

Thanks for the information Matt,

The branch does not open until 9:30 on Tuesday and as discussed you will need to ensure that 2 signing officers come in.

I will let the Manager of Client Care for the branch know about the transaction in advance and I will try to be available to assist.

Veach

From: Schroeder, Matt GTH [mailto:matt.schroeder@thegth.com]
Sent: 2014, February, 20 4:11 PM
To: Palamara, Veach
Subject: FW: Information required to send a Wire Transfer

Hi Veach,

Please find attached the requested information. I am planning on coming over to the bank on Tuesday at 9am.

Thanks,
Matt

From: Frischholz, Bonnie GTH
Sent: Thursday, February 20, 2014 3:59 PM
To: Schroeder, Matt GTH
Subject: RE: Information required to send a Wire Transfer

From: Schroeder, Matt GTH
Sent: Thursday, February 20, 2014 3:38 PM
To: Frischholz, Bonnie GTH
Subject: FW: Information required to send a Wire Transfer

Can you please fill in the information below and follow up with Laura from McKercher if there is any information missing?

Thanks,
Matt

From: Palamara, Veach [<mailto:veach.palamara@rbcc.com>]
Sent: Thursday, February 20, 2014 3:30 PM
To: Schroeder, Matt GTH
Subject: Information required to send a Wire Transfer

Hi Matt,

18(1)(b)

Veach
Edvicia (Veach) Palamara | Senior Associate Account Manager | **RBC Commercial Financial Services** | Transit 13365 |
2010-11th Ave. 2nd Floor Regina, SK. S4P 0J3 | P. (306) 780-2511| F. (306) 780-2523| **Best Commercial Bank in
Canada - 2013 World Finance Awards**

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Veach

Edvicia (Veach) Palamara | Senior Associate Account Manager | **RBC Commercial Financial Services** | Transit 13365 | 2010-11th Ave. 2nd Floor Regina, SK. S4P 0J3 | P. (306) 780-2511| F. (306) 780-2523| **Best Commercial Bank In Canada - 2013 World Finance Awards**

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Flanagan, Lou GTH

From: Flanagan, Lou GTH
Sent: Monday, February 24, 2014 9:14 AM
To: 'l.ward@mckercher.ca'
Cc: 'd.bishop@mckercher.ca'; Wagar, Blair GTH
Subject: purchase of SW & NW 20-17-20 W2 from 101225232 Saskatchewan Ltd.
Attachments: Purchase of SW & NW 20-17-20 W2 from 101225232 Saskatchewan Ltd..pdf

Laura, please find attached the following documents with signatures as requested.

1. Declaration as to Possession
2. Statutory Declaration and undertaking (re: GST); and
3. Direction and Authorization (with attached Statements)

Please contact me if you have any concerns.

Thank you,
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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Malach, Pam GTH

From: Laura M. Ward [l.ward@mckercher.ca]
Sent: Thursday, January 30, 2014 1:49 PM
To: Wagar, Blair GTH
Cc: Richards, Bryan GTH; Malach, Pam GTH; Schroeder, Matt GTH; David J. Bishop
Subject: Purchase of SW & NW 20-17-20 W2 from 101225232 Saskatchewan Ltd.
Attachments: 108879.32_4063_20140130_13390456044.pdf

Good afternoon,

Further to the above captioned matter, attached please find the following documents for signature:

1. Declaration as to Possession;
2. Statutory Declaration and Undertaking (re: GST); and
3. Direction and Authorization (with attached Statements).

Please have the documents executed and returned to our office as soon as possible. Should you have any questions, please do not hesitate to contact us.

Thank you.

Laura M. Ward
Legal Assistant, Real Estate
MCKERCHER LLP
LEGAL OFFICES IN SASKATOON & REGINA
Direct Line: 306.565.6566
l.ward@mckercher.ca
www.mckercher.ca

EFFECTIVE FEBRUARY 24, 2014 OUR REGINA OFFICE WILL
BE OPERATING OUT OF A NEW LOCATION:
800-1801 HAMILTON STREET
REGINA, SK S4P 4B4

We're on the move!

MCKERCHER LLP BARRISTERS & SOLICITORS
800 - 1801 Hamilton Street
Regina, SK S4P 4B4

AS
MCKERCHER



LEGAL OFFICES IN SASKATOON & REGINA
mckercher.ca

Feb 3/14
I recommend Bryan
sign the attached
documents based on
the advice of our
legal council (Dave Bishop)
and return them to
Dave Bishop to hold
in Trust until the
OC to purchase the
land is approved at
Cabinet on Feb 26/14.

Blair.

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DECLARATION AS TO POSSESSION

In the matter of the Purchase of NW 20-17-20 W2 Ext 1 & SW 20-17-20 W2 Ext 2, Regina, SK (the land and premises)

The Global Transportation Hub Authority (the "Corporation") of Regina, in the Province of Saskatchewan, does declare that:

1. The Corporation is entitled to be the registered owner of the above referred to the land and premises.
2. That the outline and dimensions of the above described property that is being purchased is properly reflected in the parcel pictures that are attached hereto.
3. The Corporation will be responsible for all utility payments on the said land and premises from possession date.
4. There are no orders under the *Bankruptcy and Insolvency Act* (Canada) or litigation pending or threatened against the Corporation or judgments or executions against the Corporation.
5. The Corporation undertakes to pay interest upon the balance of the purchase price not paid by the Corporation at possession date of the transaction at the rate set out in the purchase agreement respecting the lands and premises, these monies to be paid to its solicitors, McKERCHER LLP, in trust for the purpose of remitting the same to the solicitors for the unpaid Vendor.
6. The Corporation is registered pursuant to the laws of the Province of Saskatchewan.

All terms and references hereto in the singular number and masculine gender shall also include the plural number, feminine and neuter gender where the context so requires.

The Corporation makes this declaration conscientiously believing it to be true and knowing it is of the same force and effect as if made under oath.

The Global Transportation Hub Authority

Per: _____



(seal)

Per: _____

STATUTORY DECLARATION AND UNDERTAKING

CANADA) IN THE MATTER of 101225232
PROVINCE OF SASKATCHEWAN) SASKATCHEWAN LTD. (the "Vendor")
TO WIT:) SELLING TO THE GLOBAL
) TRANSPORTATION HUB AUTHORITY
) (the "Purchaser")
) SW 20-17-20 W2 Ext 2 & NW 20-17-20W2 Ext 1.
) CLOSING DATE: March 3, 2014

I, Bryan Richards, of Regina, in the Province of Saskatchewan,
do solemnly declare that:

1. I am the authorized officer of THE GLOBAL TRANSPORTATION HUB AUTHORITY and, as such, have personal knowledge of the matters herein declared to.
2. THE GLOBAL TRANSPORTATION HUB AUTHORITY is not now, and will not be at the closing of the above-noted transaction, a non-Canadian within the meaning of the *Investment Canada Act*.
3. 101225232 Saskatchewan Ltd. is, and at the closing will be, a registrant under the *Excise Tax Act* with respect to the payment of Goods and Services Taxes and that its GST registration number is 8415 86431 RT0001 and such registration is current and is in full force and effect.
5. THE GLOBAL TRANSPORTATION HUB AUTHORITY undertakes to remit any tax exigible under the *Excise Tax Act* of Canada with respect to the sale contemplated by this Statutory Declaration and Undertaking and to indemnify the Vendor in the event that Her Majesty The Queen In Right of Canada or any agent or department thereof shall reassess the Vendor and/or the Purchaser in connection with this transaction, and part of such reassessment shall be to the effect that the Vendor should have collected the goods and services tax from the Purchaser and the exception for the responsibility of collecting the goods and services tax under Subsection 221(2) of the *Excise Tax Act* (Canada) does not apply, the Purchaser shall indemnify and save harmless the Vendor for all costs, expenses and charges of every and any nature whatsoever arising from and/or related to such assessment or reassessment.

I MAKE THIS solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the *Canada Evidence Act*.

DECLARED BEFORE ME at the City
of Regina, in the Province of
Saskatchewan, this 24th day of
FEBRUARY, 2014.

A Commissioner for Oaths
in and for the Province of Saskatchewan.
My Appointment expires: Aug 31, 2017
(or) Being a Solicitor.

DIRECTION AND AUTHORIZATION

DATE: February , 2014

McKercher LLP
Barristers & Solicitors
500 – 2220 12th Ave
Regina, Saskatchewan
S4P 0M8

Re: Purchase – SW 20-17-20 W2 Ext 2 & NW 20-17-20 W2 Ext 1, Regina, Saskatchewan

I/We approve the Statement of Adjustments attached hereto in relation to above-noted transaction and hereby assign the funds to the parties as set out and irrevocably direct you to release, apply, and pay the same from the funds to be received by you from the undersigned, in the following manner:

1. The sum of \$21,038,780.00 to the Vendor of the above captioned property, together with interest at the rate of 5% per annum from and after March 3, 2014.
2. Pay your fees, disbursements, GST and PST relative to this transaction.

We acknowledge that you discussed the terms of purchasing title insurance for this transaction and we have instructed you to [REDACTED] to purchase title insurance on our behalf.

We acknowledge receiving the following information:

The statement of adjustments has been prepared based upon information provided to us and believed to be correct; however, its accuracy is not guaranteed. Any adjustments not contained in the Statement are to be made directly between the Vendor and the Purchaser.
When the Purchaser receives a property tax bill, the Purchaser will then be responsible for payment of the current amount of the taxes for the current year and shall be advised to check with the municipal taxing authority to ensure that a tax notice or copy is received.
In the event no insurance is expressly provided in writing, the parties to the transaction shall adjust their accounts and like services themselves. The parties shall arrange their own insurance.

I/We do hereby authorize you to act as our agent and power of attorney in making and authorizing any and all amendments to any of the documentation for the purpose of assisting registration with the Saskatchewan Land Titles Registry by making any necessary completion or corrections to the names, to the property description or any other necessary amendments or corrections.

I/WE do hereby appoint you as our solicitors and agents for the purposes of incurring any and all disbursements that may arise in connection with the above-noted matter, which for GST purposes are zero-rated or an exempt supply, and to obtain documents and do registrations on our behalf at the Saskatchewan Land Titles Registry and to make payments of municipal taxes and fees, if applicable.

This shall be your sufficient authority for so doing.

I/We consent to the collection, use and disclosure of my personal information for the purpose of representing me as your client, to maintain communications and to provide me with information and legal services.

22(a)(b)

22(a)(b)

Monastyrski, Kandace GTH

From: Wagar, Blair GTH
Sent: Monday, March 03, 2014 12:11 PM
To: Govindasamy, Nithi HI; Gerbrandt, Ron HI
Cc: Brossart, Kelly GTH; Richards, Bryan GTH
Subject: RE: UPDATE - Assembly of Land East of GTH (Marquart Lands)
Attachments: GTH Land Assemby - East Lands_Mar 3 2014.docx

Nithi/Ron,

Attached is the briefing note we drafted for our Minister's Office. If you have any questions please don't hesitate to contact Kelly or myself.

Blair

-----Original Message-----

From: Wagar, Blair GTH
Sent: February 28, 2014 3:39 PM
To: Govindasamy, Nithi HI; Gerbrandt, Ron HI
Cc: Brossart, Kelly GTH; Richards, Bryan GTH
Subject: UPDATE - Assembly of Land East of GTH (Marquart Lands)

Nithi/Ron,

Just as an update, the OC to purchase the above was approved in Cabinet this week and expect the OC to be made public next week.

We will send you our briefing note however it may make the most sense to refer inquiries to the GTH off the start. Kelly Brossart, Director of Communications would be the GTH point of contact and she will work with Bryan to determine how best to respond.

Ron and I will be meeting next week with Hobbs and the Finance folks to review the first draft of a purchase and sale agreement between the GTHA and MHI. I also understand MHI is in the process of updating its appraisals for these lands which would form the basis of the purchase price.

GTH Land Assembly – East Lands

16(1)

GTH Land Assembly – East Lands

16(1)

INFORMATION ITEM – Item #7
Land Acquisition**Recommendation**

It is recommended that the Government of Saskatchewan acquire the property described below to support the development of the interchange to access the Global Transportation Hub (GTH) with surplus lands being sold to the GTH for further development. The price of acquisition be \$105,000 per acre for a total cost of approximately \$21,447,300.

NW 20-17-20 W2 totaling approximately 116.86 acres, and

SW 20-17-20 W@ totaling approximately 87.40 acres

The Ministry of Highways estimates they require 78 acres of the proposed property for the interchange. The remainder could be utilized by the GTH.

(See attached map appendix one)

Rationale

The above mentioned properties exist between the GTH and Pinkie Road and are necessary to allow the development of the interchange allowing access to the GTH from Pinkie Road.

A full interchange at Pinkie Road has been a key element of the value proposition for the GTH from its inception. Unfortunately these lands were not acquired during the initial land assembly. Ongoing communications with tenants and prospective tenants of the GTH have always included the commitment of government that the interchange would be built.

Acquisition of these lands at this time will ensure that planning for the interchange can be completed and an orderly timeline for construction can be accommodated.

Considerations

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

Determining appropriate value has been a challenge in the current environment. Price increases and limited availability have been overriding characteristics of the Regina industrial lands market for the past few years.

The recent sales of industrial properties developed and serviced by the city of Regina resulted in swift sale and an average price of \$425,000 per acre.

The GTH currently values its serviced property in excess of \$200,000 per acre with servicing costs of approximately 18(1)(b)(e)(f), 17(1)(c) per acre.

The lands in question are the last industrial zoned lands within the Regina city limits.

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

The Ministry of Highways has typically used the Direct Comparison approach. An appraisal done in October 2013, by "Canadian Resource Valuation Group Inc.", estimated the value for the northern property at \$65,000 per acre and the southern property at \$51,000 per acre. Total estimated value \$12,055,000.

A Cash Flow-Subdivision Development Analysis, done in February 2013 by 29(1), 18(1)(d)(h), 19(1)(b)(c)(i)(ii) placed the value of the land at \$129,556 per acre. Total estimated value \$26,463,100.

Actual closing costs for the above mentioned lands at February 26, 2013 were \$10,001,360 for the NW property consisting of 116.86 acres. With a cost of capital per diem of 17(1)(a),18(1)(b) from February 26, 2013, and assuming a closing date of February 1, 2013 we have 339 days totaling 17(1)(a),18(1)(b) and a total land cost of 17(1)(a),18(1)(b)/acre).

The SW property consisting of 87.40 acres had a closing cost of \$6,396,670. With a cost of capital per diem of 17(1)(a),18(1)(b) from February 26, 2013, and assuming a closing date of February 1, 2013 we have 339 days totaling 17(1)(a),18(1)(b) and a total land cost of 17(1)(a),18(1)(b)/acre).

Total purchase cost of \$17,159.10/204.26 acres is \$84,008.26/acre.

Summary:

Appraisal A Approximately \$60,000 per acre total price \$12,055,000

Appraisal B Approximately \$129,556 per acre total value \$26,463,100.

Actual Purchase February 2013 Approximately \$84,000 per acre total value \$17,159.10

17(1)(a)

Implementation Plan

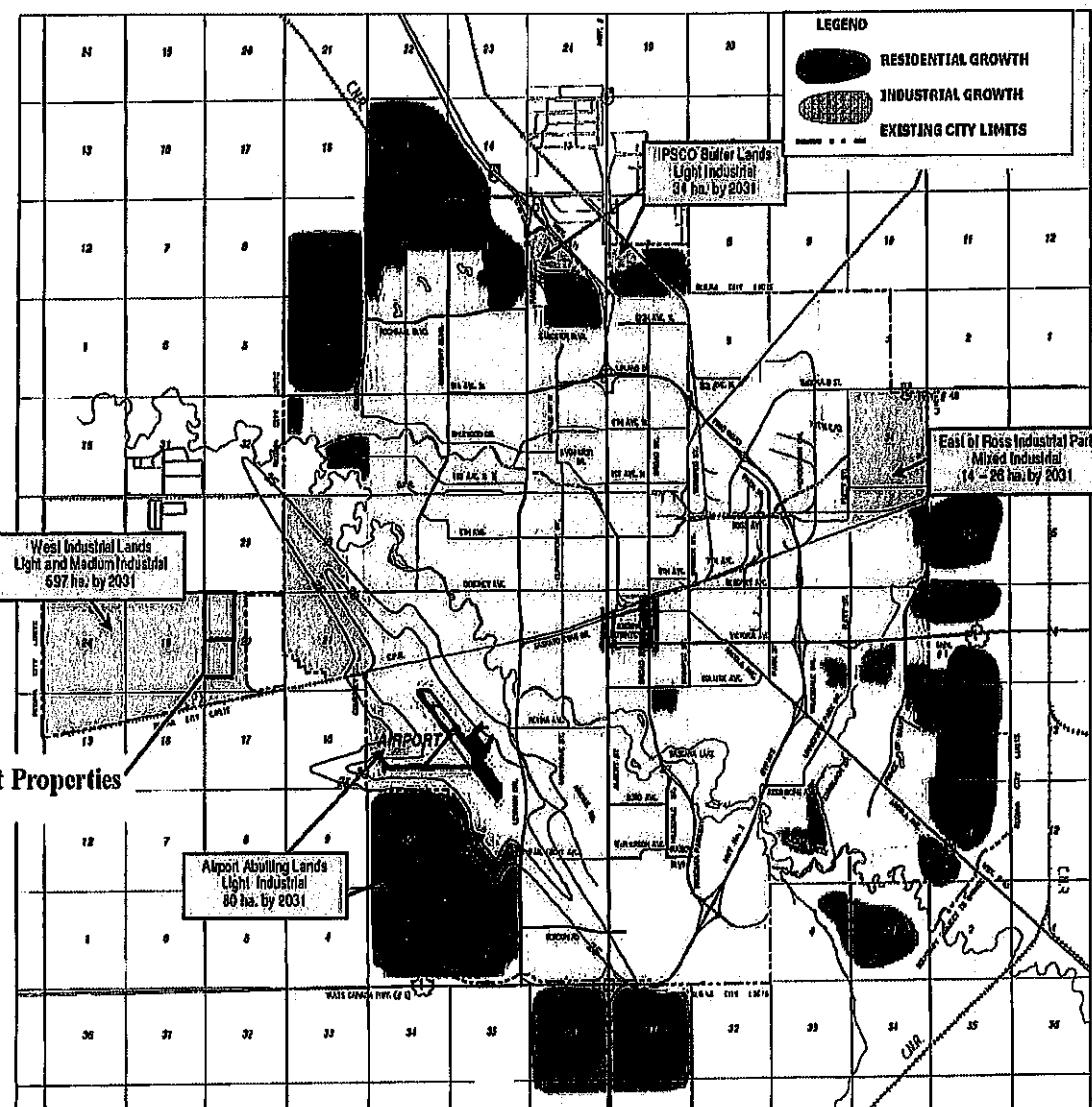
Following approval the an offer to purchase for the land as outlined above with a proposed closing date of February 1, 2014 would be completed.

Announcement Plan

It is proposed that a routine announcement strategy be used consistent with the Ministry of Highways routine land acquisition policies.

Diligence

Two appraisals were considered, see attached as well as the actual purchase price from February 2013.

Appendix One**MAP 2.3: POTENTIAL LONG TERM GROWTH AREAS**

2013
MINUTES
GTHA
BOARD MEETING – Conference Call
December 19, 2013

32

17(1)(b)(i)(f)(i)

2013
MINUTES
GTHA
BOARD MEETING
December 3, 2013

33

17(1)(b)(i)(f)(i)



Schroeder, Matt GTH

From: Wagar, Blair GTH
Sent: Wednesday, February 26, 2014 8:49 PM
To: Baker, Cam ECON
Cc: Richards, Bryan GTH
Subject: Re: REQUEST Re OC - Marquart Land Assembly

Thanks Cam

----- Original Message -----

From: Baker, Cam ECON
Sent: Wednesday, February 26, 2014 06:22 PM
To: Wagar, Blair GTH
Cc: Richards, Bryan GTH
Subject: Re: REQUEST Re OC - Marquart Land Assembly

Sorry, we just landed in Toronto. It went through no problem.

Cam Baker
Chief of Staff
Ministry of the Economy

> On Feb 26, 2014, at 6:26 PM, "Wagar, Blair GTH" <blair.wagar@thegth.com> wrote:

>
> Hi Cam, did you get any word on the result of the OC?

>
>
>

> ----- Original Message -----

> From: Baker, Cam ECON
> Sent: Tuesday, February 25, 2014 03:46 PM
> To: Wagar, Blair GTH
> Cc: Richards, Bryan GTH
> Subject: RE: REQUEST Re OC - Marquart Land Assembly

>
> Ok, will let you know as soon as I know. I don't foresee any issues.

>
> -----Original Message-----

> From: Wagar, Blair GTH
> Sent: Tuesday, February 25, 2014 3:33 PM
> To: Baker, Cam ECON
> Cc: Richards, Bryan GTH
> Subject: REQUEST Re OC - Marquart Land Assembly

>
> Hi Cam,
>

> 16(1)

> Thanks,

>

>

>

DECISION ITEM – Item #4
Land Acquisition – December 19, 2013

Recommended Motion:

That the Global Transportation Hub acquire the property described below to support the development of the interchange to access the Global Transportation Hub (GTH) with surplus lands being retained by the GTH for further development. The price of acquisition shall be \$103,000 per acre for a total cost of approximately \$21,038,780.

NW 20-17-20 W2 totaling approximately 116.86 acres, and

SW 20-17-20 W@ totaling approximately 87.40 acres

The Ministry of Highways estimates they require 78 acres of the proposed property for the interchange. The remainder could be utilized by the GTH.

(See attached map appendix one)

Rationale

The above mentioned properties exist between the GTH and Pinkie Road and are necessary to allow the development of the interchange allowing access to the GTH from Pinkie Road.

A full interchange at Pinkie Road has been a key element of the value proposition for the GTH from its inception. Unfortunately these lands were not acquired during the initial land assembly. Ongoing communications with tenants and prospective tenants of the GTH have always included the commitment of government that the interchange would be built.

Acquisition of these lands at this time will ensure that planning for the interchange can be completed and an orderly timeline for construction can be accommodated.

Considerations

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

Determining appropriate value has been a challenge in the current environment. Price increases and limited availability have been overriding characteristics of the Regina industrial lands market for the past few years.

The recent sales of industrial properties developed and serviced by the city of Regina resulted in swift sale and an average price of \$425,000 per acre.

As a result of these sales, direction was provided at the most recent GTH Board of Directors meeting to revise the Hub's pricing policy to ensure fair value is being obtained through sales. This will likely result in higher asking costs for serviced property at the GTH.

The lands in question are the last industrial zoned lands within the Regina city limits.

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

The Ministry of Highways has typically used the Direct Comparison approach. An appraisal done in October 2013, by "Canadian Resource Valuation Group Inc.", estimated the value for the northern property at \$65,000 per acre and the southern property at \$51,000 per acre. Total estimated value \$12,055,000.

A Cash Flow-Subdivision Development Analysis, done in February 2013 by 29(1), 18(1)(d)(h), 19(1)(b)(c)(i)(ii) placed the value of the land at \$129,556 per acre. Total estimated value \$26,463,100.

Actual closing costs for the above mentioned lands at February 26, 2013 were \$10,001,360 for the NW property consisting of 116.86 acres. With a cost of capital per diem of 17(1)(a), 18(1)(b) from

February 26, 2013, and assuming a closing date of February 1, 2013 we have 339 days totaling 17(1)(a), 18(1)(b) and a total land cost of 17(1)(a), 18(1)(b)/acre).

The SW property consisting of 87.40 acres had a closing cost of \$6,396,670. With a cost of capital per diem of 17(1)(a), 18(1)(b) from February 26, 2013, and assuming a closing date of February 1, 2013 we have 339 days totaling 17(1)(a), 18(1)(b) and a total land cost of 17(1)(a), 18(1)(b)/acre).

Total purchase cost of \$17,159.10/204.26 acres is \$84,008.26/acre.

Summary:

Appraisal A Approximately \$60,000 per acre total price \$12,055,000

Appraisal B Approximately \$129,556 per acre total value \$26,463,100.

Actual Purchase February 2013 Approximately \$84,000 per acre total value \$17,159.10

17(1)(a)

Implementation Plan

Following approval the an offer to purchase for the land as outlined above with a proposed closing date of February 1, 2014 would be completed.

Announcement Plan

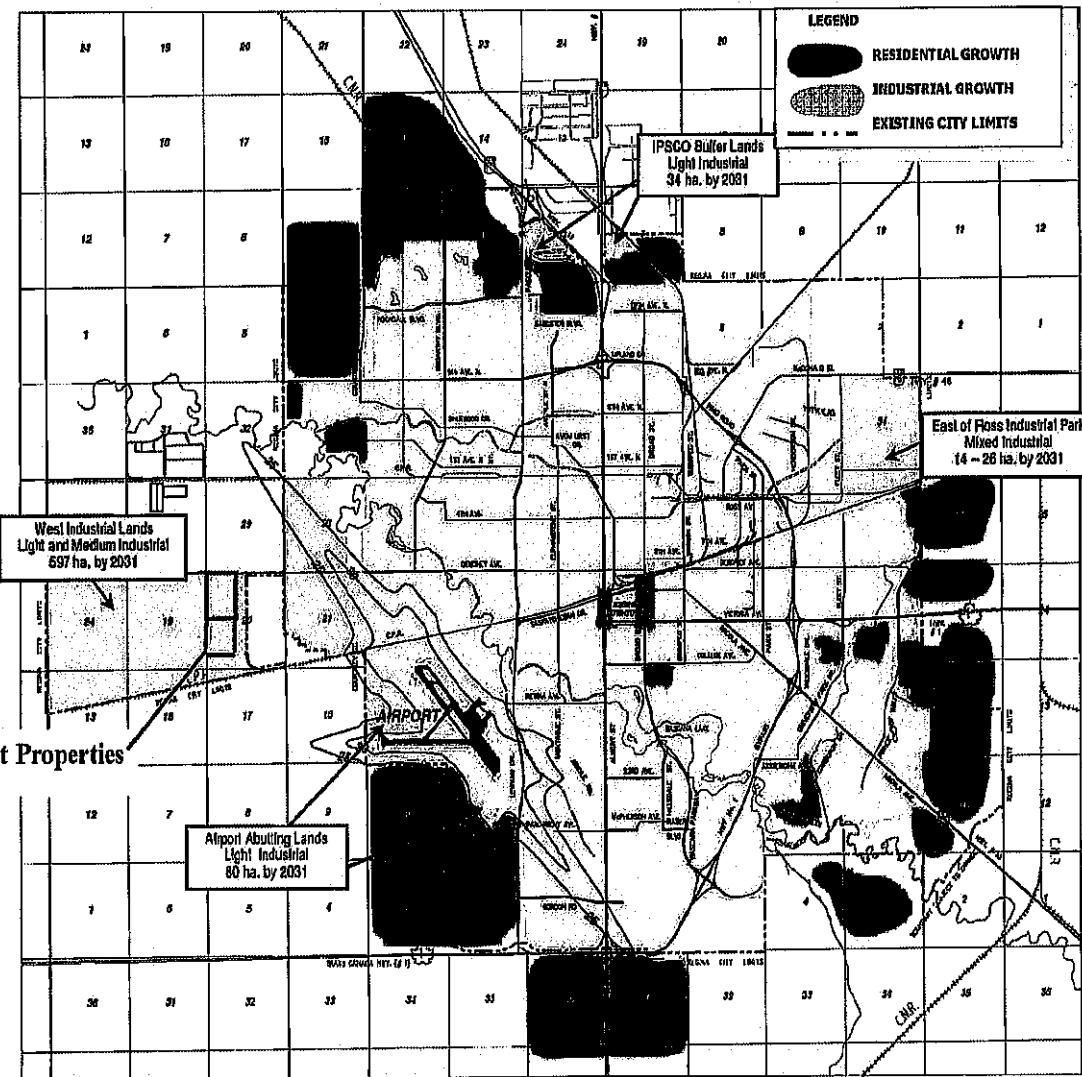
It is proposed that a routine announcement strategy be used consistent with the Ministry of Highways routine land acquisition policies.

Diligence

Two appraisals were considered, see attached as well as the actual purchase price from February 2013.

Appendix One

MAP 2.3: POTENTIAL LONG TERM GROWTH AREAS



Wagar, Blair GTH

From: Wagar, Blair GTH
Sent: January 9, 2014 4:06 PM
To: Hobbs, John JU
Cc: Richards, Bryan GTH
Subject: RE: Urgent - Land Acquisition & OC Requirements

Thanks John,

22(a)(b)

Thanks,

Blair

From: Hobbs, John JU
Sent: January 9, 2014 2:00 PM
To: Wagar, Blair GTH
Cc: Richards, Bryan GTH
Subject: RE: Urgent - Land Acquisition & OC Requirements

22(a)(b)

John R. Hobbs, Q.C.
Crown Counsel
Government of Saskatchewan
Civil Law, Ministry of Justice
900-1874 Scarth St., Regina, Sk. S4P 4B3
Tel: 306 787-1380 / Fax: 306 787-0581
Email: john.hobbs@gov.sk.ca

From: Wagar, Blair GTH
Sent: Tuesday, January 07, 2014 4:17 PM
To: Hobbs, John JU

Cc: Richards, Bryan GTH
Subject: Urgent - Land Acquisition & OC Requirements
Importance: High

Hi John,

22(a)(b)

Thanks,

Blair

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



Monastyrski, Kandace GTH

From: Wagar, Blair GTH
Sent: Tuesday, February 25, 2014 12:08 PM
To: Pidskalny, Kandace GTH
Subject: Briefing Note - Land Assembly - East Lands
Attachments: GTH Land Assemby - East Lands_Feb 2014 .docx

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



GTH Land Assembly – East Lands

16(1)

GTH Land Assembly – East Lands

16(1)

GTH Land Assembly – East Lands

16(1)

Monastyrski, Kandace GTH

From: Wagar, Blair GTH
Sent: Monday, March 03, 2014 11:20 AM
To: Baker, Cam ECON
Subject: FW: # corp. --Purchase Sw/Nw 20-17-20

Hi Cam,

Just so you are aware, the title for the East lands (Marquart) are now in the GTHA's name. All the closing documents are in place and the funds have been transferred to the seller's legal counsel. The deal will be completed within the next couple days.

Blair

From: Wagar, Blair GTH
Sent: March 3, 2014 10:30 AM
To: Richards, Bryan GTH
Cc: Ekstrom, Rhonda GTH; Schroeder, Matt GTH
Subject: FW: # corp. --Purchase Sw/Nw 20-17-20

We now have title to the East Lands.

Blair

From: David J. Bishop [<mailto:d.bishop@mckercher.ca>]
Sent: March 3, 2014 10:22 AM
To: Wagar, Blair GTH
Cc: Laura M. Ward
Subject: # corp. --Purchase Sw/Nw 20-17-20

Title has registered this AM. Will report asap.
The GTHA now has poss. of the Lands.

David J. Bishop
Barrister & Solicitor
MCKERCHER LLP
LEGAL OFFICES IN SASKATOON & REGINA
Direct Line: 306.565.6511
d.bishop@mckercher.ca
www.mckercher.ca

EFFECTIVE FEBRUARY 24, 2014 OUR REGINA OFFICE WILL
BE OPERATING OUT OF A NEW LOCATION:
800-1801 HAMILTON STREET
REGINA, SK S4P 4B4

We're on the move!

FEBRUARY
24
2014

MCKERCHER LLP BARRISTERS & SOLICITORS
800 - 1801 Hamilton Street
Regina, SK S4P 4B4


MCKERCHER



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Monastyrski, Kandace GTH

From: David J. Bishop <d.bishop@mckercher.ca>
Sent: Thursday, January 30, 2014 2:46 PM
To: Wagar, Blair HI; Laura M. Ward
Cc: Richards, Bryan GTH; Malach, Pam GTH; Schroeder, Matt GTH; Laura M. Ward
Subject: RE: Purchase of SW & NW 20-17-20 W2 from 101225232 Saskatchewan Ltd.

You are correct. We would just hold in trust. No rush at all.

Matt and I will need to coordinate on the funds so as not to have any late interest apply ect.

David J. Bishop
Barrister & Solicitor
MCKERCHER LLP
 LEGAL OFFICES IN SASKATOON & REGINA
 Direct Line: 306.565.6511
d.bishop@mckercher.ca
www.mckercher.ca

EFFECTIVE FEBRUARY 24, 2014 OUR REGINA OFFICE WILL
 BE OPERATING OUT OF A NEW LOCATION:
 800-1801 HAMILTON STREET
 REGINA, SK S4P 4B4



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From: Wagar, Blair GTH [<mailto:blair.wagar@thegth.com>]
Sent: January 30, 2014 2:00 PM
To: Laura M. Ward
Cc: Richards, Bryan GTH; Malach, Pam GTH; Schroeder, Matt GTH; David J. Bishop
Subject: Re: Purchase of SW & NW 20-17-20 W2 from 101225232 Saskatchewan Ltd.

Thanks Laura,

Pam - can you please print and prepare for review and signature by Bryan.

We may need to hold these until the OC for land acquisition is approved.

Blair Wagar

From Wireless Handheld

From: Laura M. Ward [mailto:l.ward@mckercher.ca]
Sent: Thursday, January 30, 2014 01:48 PM
To: Wagar, Blair GTH
Cc: Richards, Bryan GTH; Malach, Pam GTH; Schroeder, Matt GTH; David J. Bishop <d.bishop@mckercher.ca>
Subject: Purchase of SW & NW 20-17-20 W2 from 101225232 Saskatchewan Ltd.

Good afternoon,

Further to the above captioned matter, attached please find the following documents for signature:

1. Declaration as to Possession;
2. Statutory Declaration and Undertaking (re: GST); and
3. Direction and Authorization (with attached Statements).

Please have the documents executed and returned to our office as soon as possible. Should you have any questions, please do not hesitate to contact us.

Thank you.

Laura M. Ward
Legal Assistant, Real Estate
MCKERCHER LLP

LEGAL OFFICES IN SASKATOON & REGINA
Direct Line: 306.565.6566
l.ward@mckercher.ca
www.mckercher.ca

EFFECTIVE FEBRUARY 24, 2014 OUR REGINA OFFICE WILL
BE OPERATING OUT OF A NEW LOCATION:
800-1801 HAMILTON STREET
REGINA, SK S4P 4B4

We're on the move!

MCKERCHER LLP BARRISTERS & SOLICITORS
800 - 1801 Hamilton Street
Regina, SK S4P 4B4

AS
MCKERCHER

FEBRUARY
24
2014



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From: [David J. Bishop](#)
To: [Wagar, Blair GTH](#)
Subject: RE: Purchase from 101225232 SK Ltd.
Date: Monday, December 23, 2013 1:29:24 PM

Great , Let me know if any changes are needed ect

22(a)(b)

Merry Xmas.

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: Wagar, Blair GTH [mailto:blair.wagar@thegth.com]
Sent: December 23, 2013 1:23 PM
To: David J. Bishop
Cc: Malach, Pam GTH
Subject: Re: Purchase from 101225232 SK Ltd.

Thanks David,

Blair Wagar

From Wireless Handheld

From: David J. Bishop [mailto:d.bishop@mckercher.ca]
Sent: Monday, December 23, 2013 01:21 PM
To: Wagar, Blair GTH
Cc: Malach, Pam GTH
Subject: Purchase from 101225232 SK Ltd.

22(a)(b)

David Bishop

Colette Wolos

Legal Assistant

McKercher LLP

500 - 2220 12th Avenue, Regina, SK S4P0M8
Direct Line: 306.565.6558 | Main Line: 306.565.6500
Facsimile: 306.565.6565 | www.mckercher.ca

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From: [David J. Bishop](#)
To: [Wagar, Blair HI](#)
Cc: [Malach, Pam GTH](#)
Subject: RE: Purchase from 101225232 SK Ltd.
Date: Monday, December 23, 2013 2:45:08 PM

22(a)(b)

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: Wagar, Blair GTH [mailto:blair.wagar@thegth.com]
Sent: December 23, 2013 2:21 PM
To: David J. Bishop
Cc: Malach, Pam GTH
Subject: Re: Purchase from 101225232 SK Ltd.

David,

22(a)(b)

Blair Wagar

From Wireless Handheld

From: David J. Bishop [mailto:d.bishop@mckercher.ca]
Sent: Monday, December 23, 2013 01:21 PM
To: Wagar, Blair GTH
Cc: Malach, Pam GTH
Subject: Purchase from 101225232 SK Ltd.

22(a)(b)

22(a)(b)

David Bishop

Colette Wolos

Legal Assistant

McKercher LLP

500 - 2220 12th Avenue, Regina, SK S4P0M8

Direct Line: 306.565.6558 | Main Line: 306.565.6500

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From: [Wagar, Blair GTH](#)
To: ["d.bishop@mckercher.ca"](#)
Subject: Re: Purchase from 101225232 SK Ltd.
Date: Monday, December 23, 2013 3:08:54 PM

Thanks David,

Blair Wagar

From Wireless Handheld

From: David J. Bishop [mailto:d.bishop@mckercher.ca]
Sent: Monday, December 23, 2013 03:06 PM
To: Wagar, Blair GTH
Subject: RE: Purchase from 101225232 SK Ltd.

Thanks my home ## is 29(1)

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

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From: Wagar, Blair GTH [mailto:blair.wagar@thegth.com]
Sent: December 23, 2013 3:03 PM
To: David J. Bishop
Cc: Malach, Pam GTH
Subject: Re: Purchase from 101225232 SK Ltd.

Thanks David,

Will get this out shortly.

Blair Wagar

From Wireless Handheld

From: David J. Bishop [mailto:d.bishop@mckercher.ca]
Sent: Monday, December 23, 2013 02:50 PM
To: Wagar, Blair GTH
Cc: Malach, Pam GTH
Subject: Purchase from 101225232 SK Ltd.

Please find attached the revised Offer to Purchase. Please note we have removed all conditions.

David Bishop

Colette Wolos

Legal Assistant

McKercher LLP

500 - 2220 12th Avenue, Regina, SK S4P0M8

Direct Line: 306.565.6558 | Main Line: 306.565.6500

Facsimile: 306.565.6565 | www.mckercher.ca

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Monastyrski, Kandace GTH

From: Wagar, Blair GTH
Sent: Tuesday, January 07, 2014 4:44 PM
To: Baker, Cam ECON
Subject: RE: OC for Marquart Land Acquisition

OK, we will get to work.

From: Baker, Cam ECON
Sent: January 7, 2014 4:29 PM
To: Wagar, Blair GTH
Subject: RE: OC for Marquart Land Acquisition

16(1)

From: Wagar, Blair GTH
Sent: Tuesday, January 07, 2014 4:26 PM
To: Baker, Cam ECON
Cc: Richards, Bryan GTH
Subject: OC for Marquart Land Acquisition
Importance: High

Hi Cam,

16(1)

Thanks

Blair

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



Monastyrski, Kandace GTH

From: Schroeder, Matt GTH
Sent: Tuesday, March 04, 2014 10:00 AM
To: Frischholz, Bonnie GTH
Subject: FW: Purchase of NW & SW 20-17-20 W2
Attachments: 150000.100_4063_20140303_14055820384.pdf

Please file this with the marquart land purchase file.

Thanks,
matt

From: Laura M. Ward [mailto:l.ward@mckercher.ca]
Sent: Monday, March 03, 2014 2:10 PM
To: Wagar, Blair GTH
Cc: Schroeder, Matt GTH; Ekstrom, Rhonda GTH; David J. Bishop
Subject: Purchase of NW & SW 20-17-20 W2

Good afternoon,

Further to the above captioned matter, attached please find our report. The original copy will be mailed to you.

You will note that there is a mortgage and assignment of rents currently registered on the title to NW 20-17-20. This will be paid out and discharged by the vendor's lawyer. We will send you a new copy of the title once this has been completed.

If you have any questions, please let us know. Thank you.

Laura M. Ward
Legal Assistant, Real Estate
MCKERCHER LLP
 LEGAL OFFICES IN SASKATOON & REGINA
 Direct Line: 306.565.6566
l.ward@mckercher.ca
www.mckercher.ca

EFFECTIVE FEBRUARY 24, 2014 OUR REGINA OFFICE WILL
 BE OPERATING OUT OF A NEW LOCATION:
 800-1801 HAMILTON STREET
 REGINA, SK S4P 4B4

We're on the move!



MCKERCHER LLP BARRISTERS & SOLICITORS
 800 - 1801 Hamilton Street
 Regina, SK S4P 4B4


MCKERCHER LLP

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22(a)(b)

Offices in Saskatoon and Regina

Please reply to Regina Office:
500 – 2220 12th Avenue
Regina, SK Canada S4P 0M8
Telephone: (306) 565-6500 : Fax: (306) 565-6565

www.mckercher.ca

Our File: 108879.32

22(b)

Province of Saskatchewan

Land Titles Registry

Title

Title #: 144762576 **As of:** 03 Mar 2014 08:51:40
Title Status: Active **Last Amendment Date:** 03 Mar 2014 08:45:44.207
Parcel Type: Surface **Issued:** 03 Mar 2014 08:45:43.723
Parcel Value: \$9,002,200.00 CAD
Title Value: \$9,002,200.00 CAD **Municipality:** CITY OF REGINA
Converted Title: 99RA25307
Previous Title and/or Abstract #: 143310473

THE GLOBAL TRANSPORTATION HUB AUTHORITY is the registered owner
of Surface Parcel #166005862

Reference Land Description: SW Sec 20 Twp 17 Rge 20 W2 Extension 2

This title is subject to any registered interests set out below and the exceptions, reservations
and interests mentioned in section 14 of *The Land Titles Act, 2000*.

Registered Interests:

Interest #: 166153002 **CNV Easement** **Value:** N/A
 Reg'd: 29 Aug 1978 01:11:15
 Interest Register Amendment Date: N/A
 Interest Assignment Date: 18 Jan 2012 10:18:16
 Expiry Date: N/A

Holder:
TRANSGAS LIMITED
1000 - 1777 VICTORIA AVENUE
REGINA, SK, Canada S4P 4K5
Client #: 100399484
Int. Register #: 101206246
Converted Instrument #: 78R42754
Feature #: 100035098

Interest #: 166153013 **CNV Easement** **Value:** N/A
 Reg'd: 03 Dec 1999 00:47:08
 Interest Register Amendment Date: N/A
 Interest Assignment

Date: N/A
Expiry Date: N/A

S'ly 7.5 metres

Holder:

Saskatchewan Telecommunications
13th Floor, 2121 Saskatchewan Drive
Regina, Saskatchewan, Canada S4P 3Y2

Client #: 100006861

Int. Register #: 101206257

Converted Instrument #: 99RA28285

Addresses for Service:

Name	Address
-------------	----------------

Owner:

THE GLOBAL TRANSPORTATION HUB 350 - 1777 VICTORIA AVE. REGINA, SK, Canada S4P 4K5

AUTHORITY

Client #: 126000931

Notes:

Parcel Class Code: Parcel (Generic)

Back

Province of Saskatchewan Land Titles Registry Title

Title #: 144762598 **As of:** 03 Mar 2014 08:52:18
Title Status: Active **Last Amendment Date:** 03 Mar 2014 08:45:44.980
Parcel Type: Surface **Issued:** 03 Mar 2014 08:45:44.280
Parcel Value: \$12,036,580.00 CAD
Title Value: \$12,036,580.00 CAD **Municipality:** CITY OF REGINA
Converted Title: 96R32979
Previous Title and/or Abstract #: 143310912

THE GLOBAL TRANSPORTATION HUB AUTHORITY is the registered owner
of Surface Parcel #165025414

Reference Land Description: NW Sec 20 Twp 17 Rge 20 W2 Extension 1

This title is subject to any registered interests set out below and the exceptions, reservations
and interests mentioned in section 14 of *The Land Titles Act, 2000*.

Registered Interests:

Interest #: 166153057 **CNV Easement**
Value: N/A
Reg'd: 29 Aug 1978 02:10:43
Interest Register Amendment
Date: N/A
Interest Assignment
Date: 18 Jan 2012 10:23:14
Expiry Date: N/A

Holder:
TRANSGAS LIMITED
1000 - 1777 VICTORIA AVENUE
REGINA, SK, Canada S4P 4K5
Client #: 100399484
Int. Register #: 101206224
Converted Instrument #: 78R42753
Feature #: 100035098

Interest #: 166153068 **CNV Easement**
Value: N/A
Reg'd: 05 Oct 1979 02:12:29
Interest Register Amendment
Date: N/A
Interest Assignment

Date: N/A
Expiry Date: N/A

Holder:

KINDER MORGAN COCHIN ULC
1500 - 1874 SCARTH STREET
REGINA, SK, Canada S4P 4E9
Client #: 100407642
Int. Register #: 101206235
Converted Instrument #: 79R48704
Feature #: 999999

Interest #:
166153079

Public Utility Easement

Value: N/A
Reg'd: 16 Aug 2010 11:10:20
Interest Register Amendment
Date: N/A
Interest Assignment
Date: N/A
Expiry Date: N/A

Holder:

Petroleum Transmission Company
P.O. Box 11162, Suite 1100, 1055 West Georgia Street
Vancouver, British Columbia, Canada V6E 3R5

Client #: 100939901
Int. Register #: 116678706

Interest #:
166153080

Pipelines Act - Easement

Value: N/A
Reg'd: 22 Dec 2010 14:19:31
Interest Register Amendment
Date: 10 Dec 2013 11:40:04
Interest Assignment
Date: N/A
Expiry Date: N/A

Plan 102126798

Holder:

Kinder Morgan Cochin ULC
#68 80 Chippewa Road
Sherwood Park, Alberta, Canada T8A 4W6
Client #: 121164397
Int. Register #: 117048078

Interest #:
166153091

Public Utility Easement

Value: N/A
Reg'd: 07 Feb 2011 11:43:49
Interest Register Amendment
Date: N/A
Interest Assignment

Date: N/A
Expiry Date: N/A

Holder:

Petroleum Transmission Company
 P.O. Box 11162, Suite 1100, 1055 West Georgia Street
 Vancouver, British Columbia, Canada V6E 3R5
Client #: 100939901
Int. Register #: 117140442

Interest #:
166153103

Mortgage

Value: \$6,081,725.00 CAD
Reg'd: 26 Feb 2013 16:11:48
Interest Register Amendment
Date: N/A
Interest Assignment
Date: N/A
Expiry Date: N/A

Holder:

CONEXUS CREDIT UNION 2006
 P.O. Box 1960 Stn. Main
 REGINA, Saskatchewan, Canada S4P 4M1
Client #: 102031591
Int. Register #: 118991841

Interest #:
166153114

Assignment of Rents

Value: N/A
Reg'd: 26 Feb 2013 16:11:49
Interest Register Amendment
Date: N/A
Interest Assignment
Date: N/A
Expiry Date: N/A

Holder:

CONEXUS CREDIT UNION 2006
 P.O. Box 1960 Stn. Main
 REGINA, Saskatchewan, Canada S4P 4M1
Client #: 102031591
Int. Register #: 118991863

Addresses for Service:

Name
Owner:

Address

THE GLOBAL TRANSPORTATION HUB350 - 1777 VICTORIA AVE. REGINA, SK, Canada S4P 4K5
 AUTHORITY
 Client #: 126000931

Notes:

Parcel Class Code: Parcel (Generic)

Back

22(a)(b)

22(a)(b)

22(a)(b)

22(b)

Client : (108879) The Global Transportation Hub Authority
Matter: (32) Purchase from 101225232 SK Ltd. - SW & NW 20-17-20

McKercher LLP

22(a)(b)

From: Schroeder, Matt GTH
To: Ekstrom, Rhonda GTH
Subject: RE: Marquart Purchase Wire Transfer
Date: Friday, February 21, 2014 2:50:36 PM

Thanks Rhonda, We will need to be there by 930 so if we leave just after 9 we can hit Tims on the way. They have assured me that we shouldn't have a problem getting back for 10.

Thanks for helping out with this,

Matt

From: Ekstrom, Rhonda GTH
Sent: Friday, February 21, 2014 7:47 AM
To: Richards, Bryan GTH; Schroeder, Matt GTH; Wagar, Blair GTH
Subject: Re: Marquart Purchase Wire Transfer

Sure Matt I can help you out. And I don't even need breakfast...just a coffee from Tim's!

From: Richards, Bryan GTH
Sent: Thursday, February 20, 2014 03:46 PM
To: Schroeder, Matt GTH; Wagar, Blair GTH; Ekstrom, Rhonda GTH
Subject: RE: Marquart Purchase Wire Transfer

I can't but I am sure Blair or Rhonda would love to have you buy them breakfast.....

From: Schroeder, Matt GTH
Sent: Thursday, February 20, 2014 3:37 PM
To: Richards, Bryan GTH; Wagar, Blair GTH; Ekstrom, Rhonda GTH
Subject: Marquart Purchase Wire Transfer

Hello All,

In order to transfer the money for the purchase of the Marquart land for February 27th we will need to do a wire transfer. We are unable to do this through the EFT program that we have set up with the bank as it exceeds the allowable limit. In order to do the wire I will need one of you to accompany me to the bank (downtown by the cornwall centre) next week to sign for the Wire transfer. Would one of you be available next Tuesday morning at 9 before the executive meeting?

Thanks,

MATTHEW SCHROEDER, CA

Vice President of Finance

GLOBAL TRANSPORTATION HUB

350 - 1777 Victoria Avenue

REGINA SK S4P 4K5

P: 306.798.4603 C: 306.533.8371

F: 306.798.4600

www.thegth.com

<< OLE Object: Picture (Device Independent Bitmap) >>

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Schroeder, Matt GTH

From: Brossart, Kelly GTH
Sent: Monday, March 03, 2014 12:37 PM
To: Baker, Cam ECON
Cc: Richards, Bryan GTH; Wagar, Blair GTH
Subject: Land Assembly Briefing

Hi Cam,

16(1)



Don't hesitate to contact either myself or Blair with questions.

Kelly

KELLY BROSSART
Director of Communications and Marketing
GLOBAL TRANSPORTATION HUB
350 - 1777 Victoria Avenue
REGINA SK S4P 4K5
P: 306.798.1244 C: 306.552.9099
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GTH Land Assembly – East Lands

16(1)

GTH Land Assembly – East Lands

16(1)

Monastyrski, Kandace GTH

From: Wagar, Blair GTH
Sent: Friday, January 24, 2014 3:41 PM
To: Brossart, Kelly GTH
Subject: Marquart Land Acquisition
Attachments: BOARD - Item #4 - Land Aquisition Proposal.pdf

As our discussion.

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



DECISION ITEM – Item #4
Land Acquisition – December 19, 2013

Recommended Motion:

That the Global Transportation Hub acquire the property described below to support the development of the interchange to access the Global Transportation Hub (GTH) with surplus lands being retained by the GTH for further development. The price of acquisition shall be \$103,000 per acre for a total cost of approximately \$21,038,780.

NW 20-17-20 W2 totaling approximately 116.86 acres, and

SW 20-17-20 W@ totaling approximately 87.40 acres

The Ministry of Highways estimates they require 78 acres of the proposed property for the interchange. The remainder could be utilized by the GTH.

(See attached map appendix one)

Rationale

The above mentioned properties exist between the GTH and Pinkie Road and are necessary to allow the development of the interchange allowing access to the GTH from Pinkie Road.

A full interchange at Pinkie Road has been a key element of the value proposition for the GTH from its inception. Unfortunately these lands were not acquired during the initial land assembly. Ongoing communications with tenants and prospective tenants of the GTH have always included the commitment of government that the interchange would be built.

Acquisition of these lands at this time will ensure that planning for the interchange can be completed and an orderly timeline for construction can be accommodated.

Considerations

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

Determining appropriate value has been a challenge in the current environment. Price increases and limited availability have been overriding characteristics of the Regina industrial lands market for the past few years.

The recent sales of industrial properties developed and serviced by the city of Regina resulted in swift sale and an average price of \$425,000 per acre.

As a result of these sales, direction was provided at the most recent GTH Board of Directors meeting to revise the Hub's pricing policy to ensure fair value is being obtained through sales. This will likely result in higher asking costs for serviced property at the GTH.

The lands in question are the last industrial zoned lands within the Regina city limits.

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

The Ministry of Highways has typically used the Direct Comparison approach. An appraisal done in October 2013, by "Canadian Resource Valuation Group Inc.", estimated the value for the northern property at \$65,000 per acre and the southern property at \$51,000 per acre. Total estimated value \$12,055,000.

A Cash Flow-Subdivision Development Analysis, done in February 2013 by 29(1), 18(1)(d)(h), 19(1)(b)(c)(i)(ii) placed the value of the land at \$129,556 per acre. Total estimated value \$26,463,100.

Actual closing costs for the above mentioned lands at February 26, 2013 were \$10,001,360 for the NW property consisting of 116.86 acres. With a cost of capital per diem of 17(1)(a), 18(1)(b) from

February 26, 2013, and assuming a closing date of February 1, 2013 we have 339 days totaling 17(1)(a), 18(1)(b) and a total land cost of 17(1)(a), 18(1)(b)/acre).

The SW property consisting of 87.40 acres had a closing cost of \$6,396,670. With a cost of capital per diem of 17(1)(a), 18(1)(b) from February 26, 2013, and assuming a closing date of February 1, 2013 we have 339 days totaling 17(1)(a), 18(1)(b) and a total land cost of 17(1)(a), 18(1)(b)/acre).

Total purchase cost of \$17,159.10/204.26 acres is \$84,008.26/acre.

Summary:

Appraisal A Approximately \$60,000 per acre total price \$12,055,000

Appraisal B Approximately \$129,556 per acre total value \$26,463,100.

Actual Purchase February 2013 Approximately \$84,000 per acre total value \$17,159.10

17(1)(a)

Implementation Plan

Following approval the an offer to purchase for the land as outlined above with a proposed closing date of February 1, 2014 would be completed.

Announcement Plan

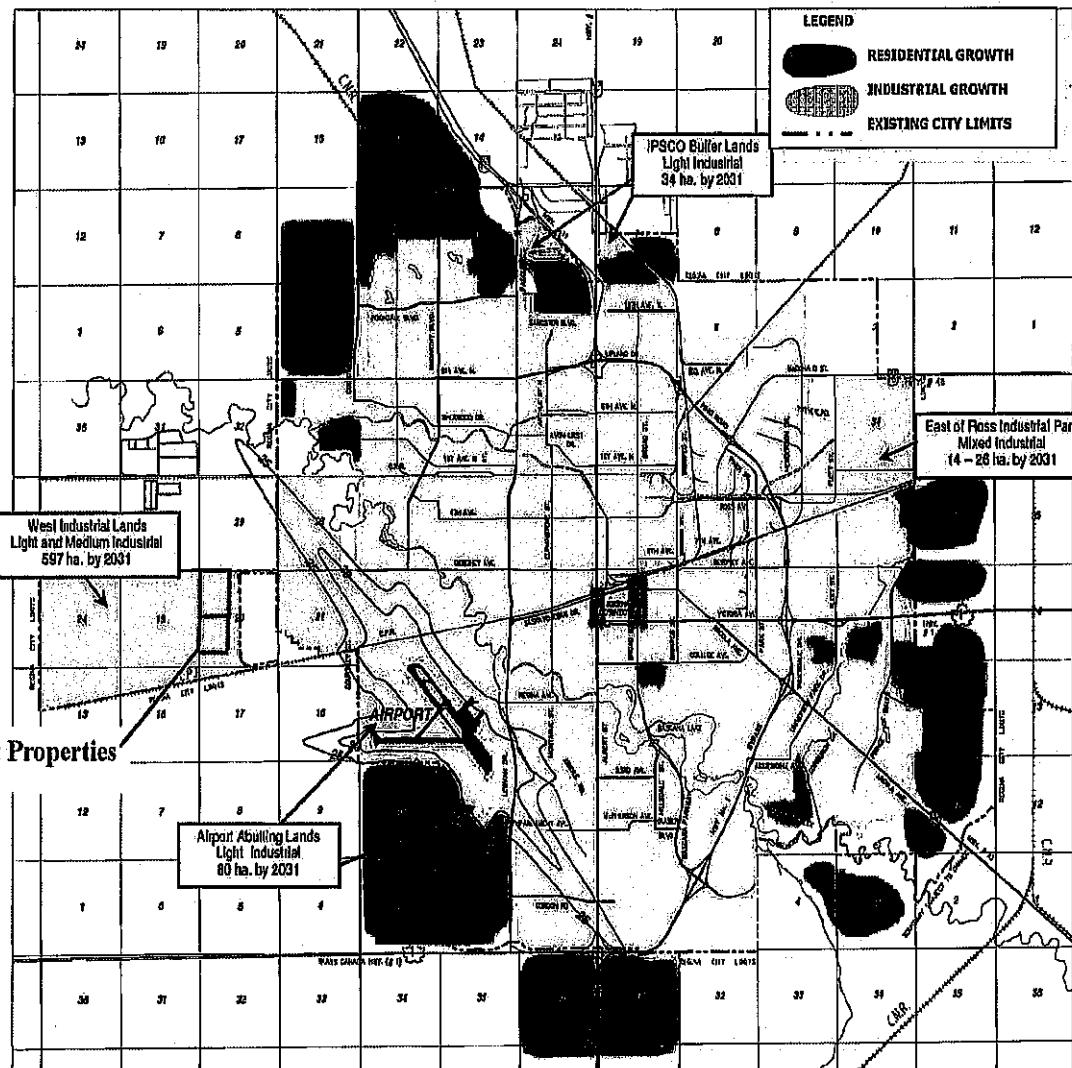
It is proposed that a routine announcement strategy be used consistent with the Ministry of Highways routine land acquisition policies.

Diligence

Two appraisals were considered, see attached as well as the actual purchase price from February 2013.

Appendix One

MAP 2.3: POTENTIAL LONG TERM GROWTH AREAS



Monastyrski, Kandace GTH

From: Flanagan, Lou GTH
Sent: Monday, December 23, 2013 4:48 PM
To: Wagar, Blair HI
Subject: Marquart Land Purchase
Attachments: Marquart Land Purchase.pdf

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: _____

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;

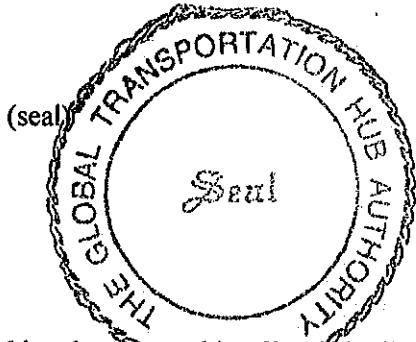
any deleterious or hazardous substances, nor is the Vendor aware of any deleterious or hazardous substances migrating onto the Property from adjoining properties, and the Vendor has at all times complied with existing environmental laws or regulations, or the terms of any permits or licenses, and has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

From: [Pushor, Laurie ECON](#)
To: [Wagar, Blair HI](#)
Subject: Re: Marquart's Email
Date: Monday, December 23, 2013 5:29:40 PM

Amarquard@royaltydevelopments.com

Sent from my iPad

> On Dec 23, 2013, at 5:14 PM, "Wagar, Blair GTH" <blair.wagar@thegth.com> wrote:
>
> Hi Laurie,
>
> Anthony's email keeps bumping back to me. Can you confirm his email address with me asap. Trying to send the
offer to purchase to him.
> Blair Wagar
>
> From Wireless Handheld

Monastyrski, Kandace GTH

From: Colette L. Wolos <c.wolos@mckercher.ca> on behalf of David J. Bishop <d.bishop@mckercher.ca>
Sent: Monday, December 23, 2013 2:50 PM
To: Wagar, Blair HI
Cc: Malach, Pam GTH
Subject: Purchase from 101225232 SK Ltd.
Attachments: Offer to Purchase - Farmland from 101225232 Sask Ltd. (R1067767).doc

Please find attached the revised Offer to Purchase. Please note we have removed all conditions.

David Bishop

**Colette Wolos
Legal Assistant
McKercher LLP**

500 - 2220 12th Avenue, Regina, SK S4P0M8
Direct Line: 306.565.6558 | 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 Blair Wagar 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: _____
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: _____
Blair Wagar

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

Monastyrski, Kandace GTH

From: Laura M. Ward <l.ward@mckercher.ca>
Sent: Thursday, January 30, 2014 1:49 PM
To: Wagar, Blair HI
Cc: Richards, Bryan GTH; Malach, Pam GTH; Schroeder, Matt GTH; David J. Bishop
Subject: Purchase of SW & NW 20-17-20 W2 from 101225232 Saskatchewan Ltd.
Attachments: 108879.32_4063_20140130_13390456044.pdf

Good afternoon,

Further to the above captioned matter, attached please find the following documents for signature:

1. Declaration as to Possession;
2. Statutory Declaration and Undertaking (re: GST); and
3. Direction and Authorization (with attached Statements).

Please have the documents executed and returned to our office as soon as possible. Should you have any questions, please do not hesitate to contact us.

Thank you.

Laura M. Ward
Legal Assistant, Real Estate
MCKERCHER LLP

LEGAL OFFICES IN SASKATOON & REGINA
 Direct Line: 306.565.6566
l.ward@mckercher.ca
www.mckercher.ca

EFFECTIVE FEBRUARY 24, 2014 OUR REGINA OFFICE WILL
 BE OPERATING OUT OF A NEW LOCATION:
 800-1801 HAMILTON STREET
 REGINA, SK S4P 4B4



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DECLARATION AS TO POSSESSION

In the matter of the Purchase of NW 20-17-20 W2 Ext 1 & SW 20-17-20 W2 Ext 2, Regina, SK (the land and premises)

The Global Transportation Hub Authority (the "Corporation") of Regina, in the Province of Saskatchewan, does declare that:

1. The Corporation is entitled to be the registered owner of the above referred to the land and premises.
2. That the outline and dimensions of the above described property that is being purchased is properly reflected in the parcel pictures that are attached hereto.
3. The Corporation will be responsible for all utility payments on the said land and premises from possession date.
4. There are no orders under the *Bankruptcy and Insolvency Act* (Canada) or litigation pending or threatened against the Corporation or judgments or executions against the Corporation.
5. The Corporation undertakes to pay interest upon the balance of the purchase price not paid by the Corporation at possession date of the transaction at the rate set out in the purchase agreement respecting the lands and premises, these monies to be paid to its solicitors, McKERCHER LLP, in trust for the purpose of remitting the same to the solicitors for the unpaid Vendor.
6. The Corporation is registered pursuant to the laws of the Province of Saskatchewan.

All terms and references hereto in the singular number and masculine gender shall also include the plural number, feminine and neuter gender where the context so requires.

The Corporation makes this declaration conscientiously believing it to be true and knowing it is of the same force and effect as if made under oath.

The Global Transportation Hub Authority

Per: _____

(seal)

Per: _____

STATUTORY DECLARATION AND UNDERTAKING

CANADA) IN THE MATTER of 101225232
PROVINCE OF SASKATCHEWAN) SASKATCHEWAN LTD. (the "Vendor")
TO WIT:) SELLING TO THE GLOBAL
) TRANSPORTATION HUB AUTHORITY
) (the "Purchaser")
) SW 20-17-20 W2 Ext 2 & NW 20-17-20W2 Ext 1.
) CLOSING DATE: March 3, 2014

I, _____, of Regina, in the Province of Saskatchewan,
do solemnly declare that:

1. I am the authorized officer of THE GLOBAL TRANSPORTATION HUB AUTHORITY and, as such, have personal knowledge of the matters herein declared to.
2. THE GLOBAL TRANSPORTATION HUB AUTHORITY is not now, and will not be at the closing of the above-noted transaction, a non-Canadian within the meaning of the *Investment Canada Act*.
3. 101225232 Saskatchewan Ltd. is, and at the closing will be, a registrant under the *Excise Tax Act* with respect to the payment of Goods and Services Taxes and that its GST registration number is **8415 86431 RT0001** and such registration is current and is in full force and effect.
5. THE GLOBAL TRANSPORTATION HUB AUTHORITY undertakes to remit any tax exigible under the *Excise Tax Act* of Canada with respect to the sale contemplated by this Statutory Declaration and Undertaking and to indemnify the Vendor in the event that Her Majesty The Queen In Right of Canada or any agent or department thereof shall reassess the Vendor and/or the Purchaser in connection with this transaction, and part of such reassessment shall be to the effect that the Vendor should have collected the goods and services tax from the Purchaser and the exception for the responsibility of collecting the goods and services tax under Subsection 221(2) of the *Excise Tax Act* (Canada) does not apply, the Purchaser shall indemnify and save harmless the Vendor for all costs, expenses and charges of every and any nature whatsoever arising from and/or related to such assessment or reassessment.

I MAKE THIS solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the *Canada Evidence Act*.

DECLARED BEFORE ME at the City)
of Regina, in the Province of)
Saskatchewan, this _____ day of)
_____, 2014)

A Commissioner for Oaths
in and for the Province of Saskatchewan.
My Appointment expires: _____
(or) Being a Solicitor.

DIRECTION AND AUTHORIZATION

DATE: February ____, 2014

McKercher LLP
Barristers & Solicitors
500 – 2220 12th Ave
Regina, Saskatchewan
S4P 0M8

Re: Purchase – SW 20-17-20 W2 Ext 2 & NW 20-17-20 W2 Ext 1, Regina, Saskatchewan

I/We approve the Statement of Adjustments attached hereto in relation to above-noted transaction and hereby assign the funds to the parties as set out and irrevocably direct you to release, apply, and pay the same from the funds to be received by you from the undersigned, in the following manner:

1. The sum of \$21,038,780.00 to the Vendor of the above captioned property, together with interest at the rate of 5% per annum from and after March 3, 2014.
2. Pay your fees, disbursements, GST and PST relative to this transaction.

I/We acknowledge that you discussed the merits of purchasing Title Insurance for this transaction and we have instructed you to _____ purchase _____ not purchase Title Insurance on our behalf.

I/We acknowledge receiving the following information:

The Statement of Adjustments has been prepared based upon information provided to us and believed to be correct; however, its accuracy is not guaranteed. Any adjustments not contained in the Statement are to be made directly between the Vendors and the Purchasers.

When the Purchasers receive a property tax credit the Purchasers will then be responsible for payment of the full amount of the taxes for the current year and are advised to check with the municipal taxing authority to ensure that a tax notice or copy is received.

Unless otherwise expressly provided in writing, the parties to the transaction shall adjust utilities accounts and like services themselves. The parties shall arrange their own insurance.

I/We do hereby authorize you to act as our agent and power of attorney in making and authorizing any and all amendments to any of the documentation for the purpose of assisting registration with the Saskatchewan Land Titles Registry by making any necessary completion or corrections to the names, to the property description or any other necessary amendments or corrections.

I/WE do hereby appoint you as our solicitors and agents for the purposes of incurring any and all disbursements that may arise in connection with the above-noted matter, which for GST purposes are zero-rated or an exempt supply, and to obtain documents and do registrations on our behalf at the Saskatchewan Land Titles Registry and to make payments of municipal taxes and fees, if applicable.

This shall be your sufficient authority for so doing.

I/We consent to the collection, use and disclosure of my personal information for the purpose of representing me as your client, to maintain communications and to provide me with information and legal services.

THE GLOBAL TRANSPORTATION HUB AUTHORITY

Per: _____

Per: _____

Purchaser's mailing address for the purposes of mailing out a report letter upon conclusion of the within transaction is:

305 – 1777 Victoria Avenue, Regina, SK

McKercher LLP respects your right to privacy and does not collect, use or disclose any personal information without your consent.

22(a)(b)

22(a)(b)

From: [Wagar, Blair GTH](#)
To: [Schroeder, Matt GTH](#)
Subject: RE: #53232 Sask Ltd./ Marquart
Date: Monday, January 06, 2014 11:09:38 AM

Hi Matt,

Yes, Please let David know your preference.

Blair

From: Schroeder, Matt GTH
Sent: January 6, 2014 10:23 AM
To: Wagar, Blair GTH
Subject: FW: #53232 Sask Ltd./ Marquart

Either way is fine for accounting as long as I know what has been done. Should I let him know?

Thanks,

Matt

From: David J. Bishop [<mailto:d.bishop@mckercher.ca>]
Sent: Monday, January 06, 2014 10:08 AM
To: Wagar, Blair GTH
Cc: Schroeder, Matt GTH; Malach, Pam GTH; Ekstrom, Rhonda GTH
Subject: #53232 Sask Ltd./ Marquart

22(a)(b)

David J. Bishop — Barrister & Solicitor

McKercher LLP

500 – 2220 12th Avenue Regina SK S4P 0M8

Direct Line: 306.565.6511

Switchboard: 306.352.7661

Fax: 306.565.6565

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Monastyrski, Kandace GTH

From: David J. Bishop <d.bishop@mckercher.ca>
Sent: Monday, January 06, 2014 1:46 PM
To: Schroeder, Matt GTH; Wagar, Blair HI
Cc: Malach, Pam GTH; Ekstrom, Rhonda GTH; Laura M. Ward
Subject: RE: #53232 Sask Ltd./ Marquart

Great Thanks

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: Schroeder, Matt GTH [mailto:matt.schroeder@thegth.com]
Sent: January 6, 2014 12:54 PM
To: David J. Bishop; Wagar, Blair GTH
Cc: Malach, Pam GTH; Ekstrom, Rhonda GTH
Subject: RE: #53232 Sask Ltd./ Marquart

Hi David,

Either way if fine for accounting as long as you let me know what is being done.

Thanks,
 Matt

MATTHEW SCHROEDER, CA

Vice President of Finance
GLOBAL TRANSPORTATION HUB
 350 - 1777 Victoria Avenue
 REGINA SK S4P 4K5
 P: 306.798.4603 C: 306.533.8371
 F: 306.798.4600
www.thegth.com



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From: David J. Bishop [<mailto:d.bishop@mckercher.ca>]

Sent: Monday, January 06, 2014 10:08 AM

To: Wagar, Blair GTH

Cc: Schroeder, Matt GTH; Malach, Pam GTH; Ekstrom, Rhonda GTH

Subject: #53232 Sask Ltd./ Marquart

22(a)(b)

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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Monastyrski, Kandace GTH

From: Flanagan, Lou GTH
Sent: Tuesday, December 24, 2013 10:57 AM
To: Wagar, Blair HI
Cc: Malach, Pam GTH
Subject: RE: Marquart Land Purchase

Done

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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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

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

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

Hi Anthony,

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

Blair Wagar

From Wireless Handheld

From: Wagar, Blair GTH
Sent: Monday, December 23, 2013 05:35 PM
To: 'amarquard@royaltydevelopments.com' <amarquard@royaltydevelopments.com>
Subject: Fw: Marquart Land Purchase

Third attempt.

Blair Wagar

From Wireless Handheld

From: Wagar, Blair GTH
Sent: Monday, December 23, 2013 05:11 PM
To: 'amarquard@royaltydevelopments.com' <amarquard@royaltydevelopments.com>
Subject: Fw: Marquart Land Purchase

First attempted to email bounced back. This is second attempt.

Blair Wagar

From Wireless Handheld

From: Wagar, Blair GTH
Sent: Monday, December 23, 2013 05:05 PM
To: 'amarquard@royaltydevelopments.com' <amarquard@royaltydevelopments.com>
Cc: 'd.bishop@mckercher.ca' <d.bishop@mckercher.ca>
Subject: Fw: Marquart Land Purchase

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

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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.

22(c)

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,

22(C)

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.

22(c)

Kindly advise as to this at your earliest convenience

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 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
500 - 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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FIRST AMENDING AGREEMENT

THIS AGREEMENT made effective the 14 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";

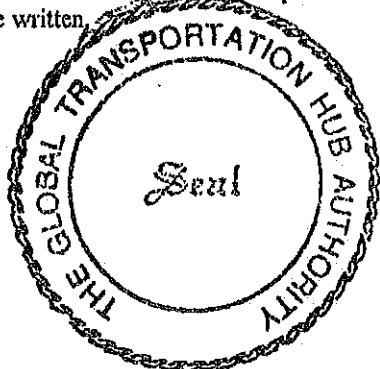
NOW THEREFORE, in consideration of the mutual covenants, conditions and agreements herein and for other goods and valuable consideration, the Parties agree the Original Agreement is amended as follows:

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 enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

2

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:

A handwritten signature in black ink, appearing to read "Brian Reddick".

101225232 SASKATCHEWAN LTD

Per:

A handwritten signature in black ink, appearing to read "Anthony Marquart".

(c/s)

2

Monastyrski, Kandace GTH

From: Wagar, Blair GTH
Sent: Thursday, January 16, 2014 12:48 PM
To: 'd.bishop@mckercher.ca'
Subject: Re: Marquart - Amending Agreement for Closing Date

Sorry....was thinking Dale Linn....

Blair Wagar

From Wireless Handheld

From: David J. Bishop [mailto:d.bishop@mckercher.ca]
Sent: Thursday, January 16, 2014 12:43 PM
To: Wagar, Blair GTH
Subject: RE: Marquart - Amending Agreement for Closing Date

It is ..Dale is a partner with Ron ...who does real estate

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: Wagar, Blair GTH [mailto:blair.wagar@thegth.com]
Sent: January 16, 2014 12:35 PM
To: David J. Bishop
Subject: RE: Marquart - Amending Agreement for Closing Date

I think legal on this one is Ron Miller....but double check.

From: David J. Bishop [mailto:d.bishop@mckercher.ca]
Sent: January 16, 2014 12:31 PM
To: Wagar, Blair GTH
Cc: Richards, Bryan GTH; Malach, Pam GTH; Laura M. Ward
Subject: RE: Marquart - Amending Agreement for Closing Date

No problem. Was working on the file this am. I will call Dale and get this done.

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: Wagar, Blair GTH [<mailto:blair.wagar@thegth.com>]
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,

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



Monastyrski, Kandace GTH

From: Wagar, Blair GTH
Sent: Thursday, January 16, 2014 5:07 PM
To: 'David J. Bishop'; 'Laura M. Ward'
Subject: RE: Marquart - Amending Agreement for Closing Date

No Problem with the change but will need until tomorrow to get is signed.

Blair

From: David J. Bishop [mailto:d.bishop@mckercher.ca]
Sent: January 16, 2014 3:57 PM
To: Laura M. Ward; Wagar, Blair GTH
Subject: RE: Marquart - Amending Agreement for Closing Date

Or as discussed ..change and initial date

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: Laura M. Ward
Sent: January 16, 2014 3:54 PM
To: Wagar, Blair GTH
Cc: David J. Bishop
Subject: RE: Marquart - Amending Agreement for Closing Date

Attached is the First Amending Agreement with a closing date of March 3, 2014.

Please have the Agreement executed and returned to us as soon as possible. Thank you.

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

From: David J. Bishop
Sent: Thursday, January 16, 2014 12:31 PM
To: Wagar, Blair GTH
Cc: Richards, Bryan GTH; Malach, Pam GTH; Laura M. Ward
Subject: RE: Marquart - Amending Agreement for Closing Date

No problem. Was working on the file this am. I will call Dale and get this done.

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: Wagar, Blair GTH [<mailto:blair.wagar@thegth.com>]
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,

BLAIR WAGAR
Chief Operating Officer
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