

**ALBERTA GOVERNMENT SERVICES  
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

**042230397**

**ORDER NUMBER: 37670101**

**ADVISORY**

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FORM 26  
LAND TITLES ACT  
(Section 130)

CAVEAT FORBIDDING REGISTRATION

TAKE NOTICE that I, [SEVERED] Vermilion Alberta, [SEVERED] claim an interest against the following described lands, pursuant to an Offer to Purchase and Interim Agreement dated May 4, 2004, made between [SEVERED] as Vendor (and Repurchaser) and Wainwright and District Call Answering Society of 530-6 Avenue Wainwright Alberta, T9W 1R6, as Purchaser (and reseller), a copy of which is attached hereto, in the lands described as follows:

PLAN 0421378

BLOCK 1

LOT 2

EXCEPTING THEREOUT ALL MINES AND MINERALS

AREA: 2.1 HECTARES (5.19 ACRES) MORE OR LESS

standing in the register in the name of WAINWRIGHT AND DISTRICT CALL ANSWERING SOCIETY and I forbid the registration of any person as transferee or owner of any instrument affecting the estate or interest, unless the certificate of title is expressed to be subject to my claim.

I appoint I [SEVERED] Vermilion Alberta, [SEVERED] as the place at which notice and proceedings relating hereto may be served.

IN WITNESS WHEREOF I have hereunto subscribed my name this 4 day of May, 2004.

[SEVERED]

(Signature of Agent of Caveator)

FORM 27  
LAND TITLES ACT  
(Section 131)

AFFIDAVIT IN SUPPORT OF CAVEAT

CANADA )  
PROVINCE OF ALBERTA )  
TO WIT )  
L [SEVERED] )  
of Vermilion in the Province of Alberta,  
make oath and say:

1. THAT I am the above named caveator.
2. THAT I believe that I have a good and valid claim upon the said lands and I say this caveat is not being filed for the purpose of delaying or embarrassing any person interested therein or proposing to deal therewith.

[SEVERED]

SWORN before me at  
the Town of Vermilion in  
the Province of Alberta, this  
day of May, A.D., 2004

MICHAEL F. CREMAR  
BEING A SOLICITOR

A Commissioner for Oaths in and for the Province of Alberta

OFFER TO PURCHASE AND INTERIM AGREEMENT

TO: SEVERED OF SEVERED VERMILION ALBERTA,  
T9X2B3 - RE PLAN 0421378 BLOCK 1 LOT 2 (5.19 ACRES)

1. WE HEREBY OFFER to purchase the above described property, subject to the reservations and exceptions appearing in the existing Certificate of Title for the sum of:

\$20,760.00 DOLLARS (\$4,000.00 PER ACRE)

To be paid in the following manner:

\$20,760.00 (more or less) after execution by the Vendor of the necessary conveyances and formal documents and due June 1, 2004.

\$20,760.00            TOTAL

2. This offer is made subject to the following additional conditions:

a. The Purchaser Wainwright and District Call Answering Society agrees that if the within lands cease to be used for 911 answering service purposes the land herein will be transferred back to the Vendor without consideration except that the Vendor shall be responsible to pay the Land Titles Office costs related to such transfer back the vendor.

The Vendor shall have the right to caveat the lands.

b. The Purchaser Wainwright and District Call Answering Society agrees that the vendor has the right to farm the cultivated acres not being used by the purchaser for 911 answering service purposes for 99 years unless the purchaser ceases to use the lands for 911 answering service purposes and they revert back to the vendor.

This Offer shall be open for acceptance by the Vendor in writing until 5 o'clock P.M. on the 10 day of May, A.D. 2004.

3. Taxes shall be adjusted as at 12:00 o'clock noon on the 1st day of January, A.D. 2004.

4. Interest and insurance shall be adjusted as at 12:00 o'clock noon on the 1st day of June, A.D. 2004.

5. Vacant possession shall be given at 12 o'clock noon on the 1st day of June, A.D. 2004,

6. The Purchaser has inspected and agrees to purchase the property as it stands, and it is agreed that there is no representation, warranty, collateral agreement, zoning municipal permit or licence, or condition affecting the said property of the agreement to purchase and sell, other than is expressed herein in writing.

7. The Transfer of Land shall be prepared at the expense of the Vendor, and executed and delivery promptly to the solicitor for the Purchaser. The Purchaser shall pay the expense of the new mortgage if required.

8. The Vendor represents and warrants to the Purchaser that:

(a) he is not now, nor will be Sixty (60) days after possession date, a non-resident of Canada within the meaning of the Income Tax Act of Canada;

(b) he is not the agent or trustee for anyone with an interest in this property who is (or will be 60 days after possession date) a non-resident within the meaning of the Income Tax Act of Canada;

9. This Agreement shall enure to the benefit of and be binding upon the heirs, executors, administrators and assigns of the parties hereto, and where the singular is used throughout this agreement, the same shall be construed as meaning the plural where the context is so required. Time shall in every respect be of the essence.

DATED at the Town of Wainwright in the Province of Alberta, this // day of May, A.D., 2004.

SIGNED IN THE PRESENCE OF:

SEVERED

WITNESS AS TO SIGNATURES

SEVERED

SIGNATURE OF PURCHASER

SEVERED

SIGNATURE OF CO-PURCHASER

SEVERED

ADDRESS

780-842-4215

PHONE NUMBER

#### ACCEPTANCE

WE, the undersigned, the owners of the above described property, hereby accept the above offer together with all conditions contained therein. WE further agree to and with the Purchasers to duly complete the sale on the terms and conditions of the above and should we fail to do so, the Purchasers may (at their option) cancel the agreement and withdraw their deposit or take whatever remedies they, the Purchasers, may have at law.

DATED at the Town of Vermilion in the Province of Alberta, this // day of May, A.D., 2004.

SIGNED IN THE PRESENCE OF:

SEVERED

WITNESS AS TO SIGNATURE

SEVERED

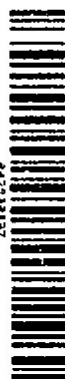
SIGNATURE OF OWNER

SEVERED

ADDRESS

1(780) 853-2509

PHONE NUMBER



042230397

042230397 REGISTERED 2004 06 07  
CAVE - CAVEAT  
DOC 1 OF 1 DRR#: 0635361 ADR/CLOW  
LINC/S: 0030382410