

- 1.2. **“Business Day”** means a day upon which the Land Titles Office in the City of Edmonton is open for business;
- 1.3. **“Closing Date”** means May 31, 2023;
- 1.4. **“Date of Execution”** means the date that ASHC has fully executed this Agreement and, for clarity, ASHC shall be the last party to sign this Agreement;
- 1.5. **“GST”** means the Goods and Services Tax as provided for under the *Excise Tax Act*, RSC 1985, c. E-15, (Canada) as amended and replaced from time to time;
- 1.6. **“Hazardous Substances”** includes but is not limited to biological materials and agents, petroleum products and by-products, any contaminants, pollutants, dangerous substances, hauled liquid wastes, toxic substances, industrial wastes, hazardous wastes, hazardous materials, hazardous chemicals, and hazardous substances as defined in any applicable federal, provincial or municipal legislation;
- 1.7. **“Lands”** means the lands legally described in Schedule “A”;
- 1.8. **“Mine and Mineral Interests”** means all those mine and mineral interests, granted by His Majesty the King in right of Alberta as represented by the Minister of Energy as contained in the Electronic Transfer System of Alberta Energy or its successor system;
- 1.9. **“Permitted Encumbrances”** means those interests and encumbrances set forth in Schedule “B”, a caveat registered by the Purchaser pursuant to section 20.1;
- 1.10. **“Purchase Price”** means the sum to be paid by the Purchaser to ASHC as provided in section 2.2, subject to adjustments as set forth herein;
- 1.11. **“Restrictive Land Use Agreement”** means the agreement attached hereto as Schedule “C”;
- 1.12. **“Schedules”** means the schedules attached to this Agreement as follows:
 - Schedule “A” Legal Description;
 - Schedule “B” Permitted Encumbrances; and
 - Schedule “C” copy of Restrictive Land Use Agreement
- 1.13. **“Taxes”** means the municipal property taxes, charges and any other fees imposed in respect of the Lands or any part thereof normally the subject of adjustment in a conveyance of this type;

2. Purchase and Sale of the Lands

- 2.1. ASHC agrees to sell and the Purchaser agrees to purchase the Lands on the terms and conditions provided in this Agreement.
- 2.2. The Purchaser agrees to purchase the Lands at a price of **\$1.00** (the **“Purchase Price”**). The Purchase Price will be paid by the Purchaser to ASHC no later than 3:00 p.m. (Edmonton time) on the Closing Date, by delivering a bank draft, lawyer’s trust cheque, or