

T-10-01
For Sale By Tender



ROCKY VIEW SCHOOLS

HAS FOR SALE BY TENDER IN ACCORDANCE WITH THE DISPOSITION OF PROPERTY REGULATION (AR 3/2001) A COMMERCIAL PROPERTY COMPRISED OF APPROXIMATELY 22.23 ACRES OF LAND AND A 96,128 SQUARE FOOT BUILDING IN THE FAST GROWING COMMUNITY OF AIRDRIE.

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The Board of Trustees of Rocky View School Division Number 41, hereafter referred to from time to time as RVS or the School Division or the Division, requests interested parties (the Offeror) to submit offers to purchase the land described below. The form of Offer to be used shall be the attached form and no other form will be accepted.

RVS is a publicly funded School Division providing public education to over 17,000 students in 34 schools in the area adjacent to and forming a horseshoe shape on the East, North, and West boundaries of the City of Calgary. The School Division is a rural/urban mix including the City of Airdrie, Towns of Cochrane and area, Crossfield and Chestermere, Villages of Beiseker and Irricana and Hamlets of Balzac, Delacour, Kathryn, Langdon, Conrich, Indus and Bragg Creek. Also included are the subdivisions of Bearspaw and Springbank.

The following parcel of property (the property) is being tendered for sale:

PLAN 9911930
BLOCK 7
LOT 1
CONTAINING 9.579 HECTARES (23.67 ACRES) MORE OR LESS
EXCEPTING THEREOUT:
 PLAN NUMBER HECTARES (ACRES) MORE OR LESS
 ROAD 0814697 0.581 (1.44)
EXCEPTING THEREOUT ALL MINES AND MINERALS

Title to the property is subject to the encumbrances shown on the certificate of title a copy of which is attached hereto as Schedule "A". These encumbrances are to be assumed by the Offeror and it shall be the Offeror's responsibility to deal with the removal of any such encumbrances if it wishes to pursue removal of same. RVS makes no representation that any encumbrance can be removed in whole or in part. The Offeror is solely responsible for ascertaining the state of title and all encumbrances thereon. Any encumbrance placed by RVS protecting its interest as an unpaid vendor shall be discharged by RVS upon full payment to it of the purchase price for the property.

Zoning

The property is zoned as IB2. The Offeror is solely responsible for consulting the City of Airdrie as to the land uses permitted under such zoning to determine if those uses meet the Offeror's requirements and to determine if any re-zoning of the property that the Offeror may require is possible. RVS does not make any representation as to the ability to change the zoning classification after the closing of the sale. Any change required to the present zoning will be the responsibility of the successful Offeror.

Concept

Aspects of the subject property are shown on the attached plans and photograph.

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Viewing of this property is optional but strongly recommended. Attendance at the property must be in the presence of Mr. Ron Gilbert.

Open houses will start at the Rocky View Learning Connection Office at 925 Veteran's Blvd. Airdrie, AB

Open House # 1 – August 4, 2010 from 13:00 – 15:00 Hrs. (01:00 PM – 03:00 PM)

Open House # 2 – August 5, 2010 from 13:00 – 15:00 Hrs. (01:00 PM – 03:00 PM)

Questions regarding this property can be directed to Ron Gilbert by fax at 403-945-4110 up to one week before close. Potential Offerors must register with Ron Gilbert if they wish to receive any addenda. Only those so registered will be sent any addenda.

Rocky View Schools has attempted to provide accurate information but cannot guarantee any facts; it is the responsibility of the Offeror to make themselves aware of any and all conditions and measurements.

MANDATORY REQUIREMENTS

In this section of Mandatory Requirements the reference to Offers includes any written amendment to the Offer. No amendments other than in writing and in compliance with the Mandatory Requirements for Offers will be considered. Any amendment must clearly identify the Offer it relates to and must show whether it is a first, or subsequent amendment, and the number thereof, if multiple amendments are made.

Offers must be submitted in **triplicate** with each of the three **originally signed and sealed**, as required in this call for Offers. The Offers must be in a sealed envelope **addressed in the manner set out at the end of this paragraph** and be delivered to the receptionist at the said address prior to the date and time established herein as the **Closing Date** and **Closing Time** for receipt of Offers. The address is:

For Sale By Tender # T-10-01
Attn; Ron Gilbert Supply Management Department,
Rocky View Schools,
2651 Chinook Winds Drive SW
Airdrie, AB T4B 0B4

The clock at the desk of the receptionist shall be used to determine the time of receipt of an Offer. Once the clock shows one minute after the Closing Time allowed for receipt of Offers no further Offers will be accepted. The said clock will be the only timing device used to record the time of receipt of an Offer and no Offeror will challenge the accuracy of the time indicated thereby, or the interpretation of that time, by the person receiving the Offer whose determination shall be final and binding on all Offerors.

Offers will be considered to be received in time if delivered as required above **not later than 2:00 o'clock in the afternoon, Airdrie, AB time** (the Closing Time) **on the 29th day of September 2010** (the Closing Date).

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No Offeror shall impede or otherwise interfere with any other Offeror in a manner calculated to, or that does interfere with the delivery of another Offeror's Offer.

TIME IS OF THE ESSENCE and the mere presence of an Offeror in the reception area prior to the Closing Time for receipt of Offers **will not** be considered sufficient to permit the Offeror to submit an Offer after the time noted above. Offerors **must** therefore allow sufficient time to permit **actual delivery** of the Offer to the receptionist prior to the Closing Time on the Closing Date.

Offers merely left on the receptionist's desk, left with another, or delivered otherwise than to the receptionist, will not be considered to be properly delivered. The receptionist will initial each envelope received within time as it is received and will note the time of receipt thereon.

Offers once received shall remain open for acceptance for at least one hundred and eighty (180) days from the Closing Date, not counting the Closing Date and may not be withdrawn except with the consent of RVS.

An Offer must be accompanied by the required Initial Deposit (see heading Deposit) below.

NO OFFERS SUBMITTED BY FACSIMILE, E-MAIL OR OTHER MEANS THAN AS REQUIRED ABOVE WILL BE CONSIDERED.

The instructions to Offerors set out in the foregoing nine (9) paragraphs and any other provisions noted in this document as being mandatory or using the words "shall" or "must" are MANDATORY and strict compliance is required, otherwise the Offer or any amendment thereto will be rejected.

Amendment of Offer

After an Offer has been submitted, any amendment(s) may be submitted in accordance with the Mandatory provisions set out for Offers and such amendments shall be in writing, duly signed, and dated with the wording Addendum to Offer # T-10-01 and the name of the Offeror. An amendment must be received in a sealed envelope at the location outlined above, no later than the Closing Date and Closing Time. Any amendment not in compliance with the Mandatory provisions for Offers, including but not limited to being delivered after the Closing Date and Closing Time will not be considered.

AS IS

The property is to be sold 'as is'.

Offer Acceptance is Conditional

Approval of both the Board of Trustees of Rocky View School Division No. 41 (the Board) as well as the Minister of Infrastructure (the Minister) is required prior to an Offer being able to be accepted. Administration of RVS will submit all Offers and recommend an Offer it considers to be acceptable, if any, to the Board for approval. Administration of RVS reserves the right to negotiate the terms of any Offer with any Offeror prior to deciding which Offer, if any, will be recommended to the Board for approval and by

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submitting an Offer the Offeror specifically agrees to such right of RVS to negotiate the price and terms and conditions of any Offer without affording any other Offeror a similar opportunity to negotiate and specifically agrees that there is no legal or equitable duty created on the part of RVS to act fairly or equitably toward any Offeror or the Offerors as a class.

It is expected a decision by the Board subject to Ministerial approval will be made sometime in October. While timing of Ministerial approval is uncertain it should be made within three months thereafter. For this reason RVS requires that all Offers must be irrevocable for 180 days as noted above.

All Offerors will be notified by phone. The full Purchase Price set out in the Offer will be payable on the close of the transaction (see Completion Date in the attached Mandatory form of Offer – Schedule “B”). The Offeror’s legal and other costs associated with making an Offer and the purchase of the property will be the responsibility of the Offeror.

As noted above, RVS reserves the right to negotiate with any Offeror prior to recommending an Offer, if any to the Board.

Deposit

An Initial Deposit of Two Hundred Thousand (\$200,000.00) Dollars must accompany the Offer. The Initial Deposit shall be payable to The Board of Trustees of Rocky View School Division No. 41 and shall be in the form of a Bank Draft or Certified Cheque. Deposits of unsuccessful Offerors will be returned by October 15th, 2010. No interest shall be payable on any Initial Deposit.

An Additional Deposit of Five Hundred Thousand (\$500,000.00) Dollars will be delivered to the Vendor along with the Purchaser’s notice of the waiver or satisfaction of the Purchaser’s Conditions and unless the Vendor fails to complete the transaction the Additional Deposit shall be non-refundable. The additional Deposit shall be payable to the Board of Trustees of Rocky View School Division No. 41 and shall be in the form of a Bank Draft or Certified Cheque. No interest shall be payable on the Additional Deposit.

General

The information provided herein to prospective Offerors is not guaranteed or warranted to be accurate by RVS, nor is it necessarily comprehensive or exhaustive. Nothing herein is intended to relieve Offerors from forming their own opinions and conclusions in respect of the matters addressed.

RVS will not be responsible for any costs incurred by the Offeror in the preparation of the Offer under any circumstances and no Offeror shall attempt to recover any costs, either direct or indirect, including but not limited to the costs of consultants and third parties, incurred in or attributable to preparation, submission or negotiation of its Offer.

The Offeror agrees that all documentation and information contained in any Offer becomes the property of RVS and may be copied for internal use and may be subject to disclosure under the terms of the Freedom of Information and Protection of Privacy Act. In addition, the

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Offeror understands and agrees that all Offers shall be opened in public as provided below under the heading Public Opening.

The highest or any Offer may not necessarily be accepted. It is the intent of RVS to select the Offer that provides the best overall value to the School Division and as such RVS reserves the right to accept or reject in whole or in part any Offer received based on a variety of evaluation criteria.

RVS reserves the right to reject any or all Offers. Without limiting the generality of the foregoing, any Offer may be rejected if it:

- (i) is incomplete, obscure or irregular; or
- (ii) has erasures or corrections in the response or any schedule thereto; or
- (iii) fails to complete the information required to be completed by an Offeror.

RVS has the right to waive any irregularity or insufficiency in any Offer.

The Laws and Courts of the Province of Alberta, in the Judicial District of Calgary shall govern this call for Offers and any Agreement made as a result of the acceptance of any Offer.

Issuance of this document does not constitute a commitment by RVS to accept any Offer.

The decision to select any Offer shall be in the sole and absolute discretion of the School Division's administrative staff, and the exercise of that discretion shall not be subject to any challenge in any forum.

All questions pertaining to this document or the property must be in writing and must be addressed in the same manner as the Offer as shown in the Mandatory provisions set out above. The inquiry must be faxed to (403) 945-4110 and the date and time of receipt according to the receiving machine shall be conclusively considered to be the date and time of receipt of the enquiry. RVS reserves the right to, but shall not be obliged to publish the content of any inquiry, and any response thereto, to all potential Offerors. In the event an Addendum to this document is required it will be sent by fax to all potential Offerors who have registered with RVS / Ron Gilbert according to the list compiled by Mr. Gilbert for whom RVS has a fax number, but RVS does not assume any obligation for the receipt of the Addendum by the fax machine to which it is sent.

Only written communications from RVS under the signature of the Manager of Supply Management shall be binding upon it, and no reliance may be placed on any oral communication, unless confirmed in writing by RVS under the signature of the Manager of Supply Management. Any attempt to solicit information other than through the inquiry process set out above may invalidate the Offer and any amendment at the sole discretion of RVS, the exercise of which discretion shall not be challenged on any basis whatsoever.

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The submission of an Offer shall not give rise to any contract that might arise at law, as is the case when a bidder submits a bid in response to a call for tenders at common law and the Offeror specifically waives the benefit of any law that would create a contract (contract A) through submission of an Offer particularly given that, but not limited to the fact that, RVS has no ability to enter into a subsequent contract (contract B) without the approval of the Minister.

If an Offeror is a partnership the Offer shall contain the complete legal name of the partnership, the names of all the partners, and detail as to whether each partner identified is a general partner, limited partner, or some status other than a general partner.

RVS may request any information it considers advisable to confirm the financial ability of an Offeror to complete the Offer. Failure to provide the information requested, or in the event the financial standing and stability of the Offeror is not satisfactory to RVS, that may result in the Offer being rejected in the sole discretion of RVS administration the exercise of which shall not be challenged on any basis.

No binding contract, other than that the Offeror's offer shall remain open for acceptance for 180 days not counting the Closing Date will arise at law, or in equity, until formal acceptance of an Offer by motion of the Board of Trustees of Rocky View School Division No. 41 followed by Ministerial approval. Submission of an Offer for Ministerial approval shall not oblige the Board of Trustees of Rocky View School Division No. 41 to accept the Offer. Removed even if it is approved by the Minister.

The exercise of any right, or discretion by RVS or any of its personnel in relation to any matter described in this document, or incidental thereto, may be exercised in the sole discretion of RVS or such personnel, and no challenge to the exercise of that right, or discretion, shall be made for any reason, including any allegation that the right, or discretion, was not exercised reasonably.

The signatories to the Offer shall have full legal authority on behalf of the Offeror to execute and deliver the Offer and RVS may rely on such assurance and need not inquire into the authority of the signatories which is guaranteed by the Offeror and the signatories.

Evaluation Criteria

Acceptance of any Offer, which may or may not occur, will be based on the opinion by RVS that the Offer presents the best value to RVS. Consideration will be given to the following:

1. Financial –90% or greater
2. Lease back benefits - up to 7 %
3. Other educational benefits – up to 3 %

As to the Lease back benefits outlined above, RVS may wish to lease back the Automotive Instructional area as outlined on the attached diagram comprised of about 415 Square Meters for a 20 year period. This would be that space which is presently being occupied by RVS for its Automotive Program. The Lease will provide for a total annual cost to RVS inclusive of all utilities except telephone of Forty Thousand (\$40,000.00) dollars.

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Public Opening

All Offers shall be made public and opening will commence as soon as practical after the Closing Time at RVS Education Centre office; 2651 Chinook Winds Drive SW, Airdrie, AB.

THE FOLLOWING FORM MUST BE COMPLETED ENTIRELY

OFFER:

I/we _____ (Printed name) having the authority to enter into an agreement on behalf of _____

_____ (Printed name), hereby

bid the sum of _____ dollars

and _____ cents in Canadian Dollars for the above noted property. (Amount expressed in written form.) (Takes precedence over numerically expressed amount if there is a difference.)

\$ _____ (Amount expressed in numerical form.) in Canadian Dollars.

Signed this _____ day in the month of _____ in the year of 2010.

In _____ in the Province of _____ .
(place)

Signature: _____.

Printed Name of Signatory: _____.

Organization: _____ (Printed)

Witness: _____

Printed Name of Witness: _____

Contact information:

Name: _____

Phone number: _____

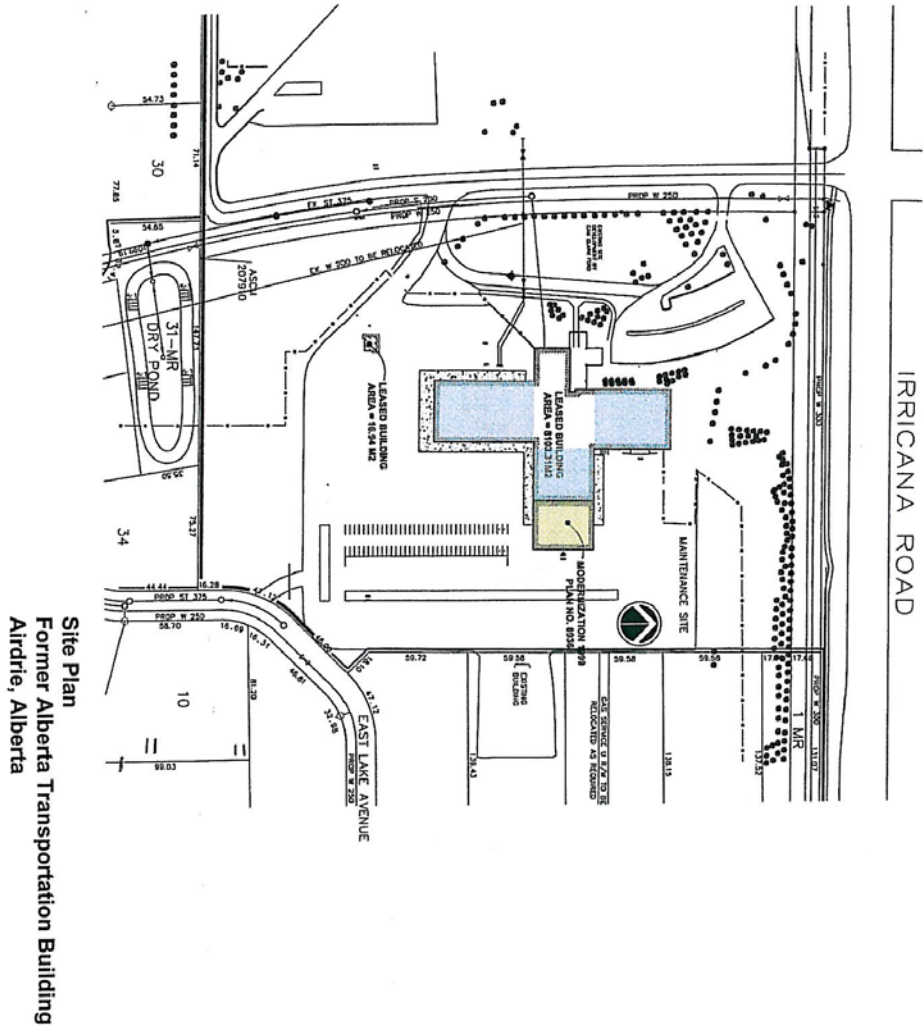
Fax number: _____

E-mail _____

Address: _____

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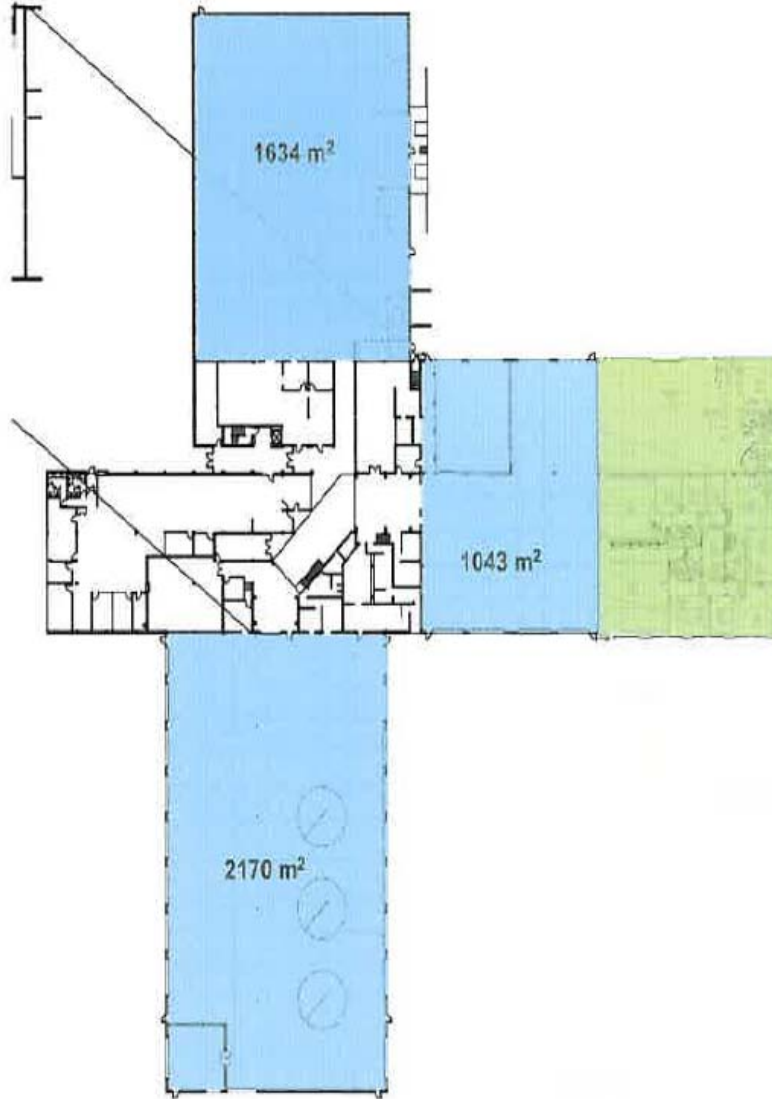
Land and building sites (Note: The revision to the roadway is not on this diagram.)



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SCHEDULE "A"
CERTIFICATE OF TITLE

LAND TITLE CERTIFICATE

S

LINC SHORT LEGAL TITLE NUMBER

0033 543 001 9911930;7;1 081 395 225 +2

LEGAL DESCRIPTION

PLAN 9911930

BLOCK 7

LOT 1

CONTAINING 9.579 HECTARES (23.67 ACRES) MORE OR LESS

EXCEPTING THEREOUT:

PLAN NUMBER HECTARES (ACRES) MORE OR LESS

ROAD 0814697 0.581 1.44

EXCEPTING THEREOUT ALL MINES AND MINERALS

ATS REFERENCE: 4;29;27;10;N

ESTATE: FEE SIMPLE

MUNICIPALITY: CITY OF AIRDRIE

REFERENCE NUMBER: 991 176 003

REGISTERED OWNER(S)

REGISTRATION DATE(DMY) DOCUMENT TYPE VALUE CONSIDERATION

081 395 225 21/10/2008 ROAD PLAN

OWNERS

THE BOARD OF TRUSTEES ROCKY VIEW SCHOOL DIVISION NO 41.

OF 2616-18 ST NE

CALGARY

ALBERTA T2E 7R1

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

REGISTRATION # 081 395 225 +2

NUMBER DATE (D/M/Y) PARTICULARS

741 082 943 30/08/1974 UTILITY RIGHT OF WAY

GRANTEE - CANADIAN WESTERN NATURAL GAS COMPANY
LIMITED.

AS TO PORTION OR PLAN:7410688

"GAS LINE R/W"

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981 130 571 07/05/1998 CAVEAT
RE : EASEMENT
981 344 862 04/11/1998 UTILITY RIGHT OF WAY
GRANTEE - HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA
AS REPRESENTED BY THE MINISTER OF PUBLIC WORKS,
SUPPLY AND SERVICES
(R/W "C" ON PLAN 9712536)
981 365 066 23/11/1998 CAVEAT
RE : OFFER TO PURCHASE
CAVEATOR - HER MAJESTY THE QUEEN IN RIGHT OF
ALBERTA
AS REPRESENTED BY MINISTER OF PUBLIC WORKS, SUPPLY
AND SERVICES
3RD FLOOR, 6950-113 STREET
EDMONTON
ALBERTA T6H5V7
AGENT - MICHAEL S MAGATHAN
981 365 067 23/11/1998 CAVEAT
RE : SEE CAVEAT
CAVEATOR - THE BOARD OF TRUSTEES ROCKY VIEW SCHOOL
DIVISION NO 41.
2616-18 ST NE
CALGARY
ALBERTA T2E7R1
AGENT - RICHARD J SHAW
981 365 068 23/11/1998 CAVEAT
RE : RIGHT OF WAY AGREEMENT
CAVEATOR - THE BOARD OF TRUSTEES ROCKY VIEW SCHOOL
DIVISION NO 41.
2616-18 ST NE
CALGARY
ALBERTA T2E7R1
AGENT - RICHARD J SHAW
991 176 009 24/06/1999 AGREEMENT
RE: (RESTRICTIVE COVENANT AND EASEMENT)
(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS
PAGE 3
REGISTRATION # 081 395 225 +2
NUMBER DATE (D/M/Y) PARTICULARS

991 285 766 30/09/1999 CAVEAT
RE : LEASE
CAVEATOR - CAM CLARK FORD SALES LTD..
C/O DONAHUE WELL
#3800, 855-2ND ST SW
CALGARY
ALBERTA T2P4J8
AGENT - ROBERT M STIRLING
(DATA UPDATED BY: CHANGE OF ADDRESS 071108594)
(DATA UPDATED BY: CHANGE OF ADDRESS 081154840)
TOTAL INSTRUMENTS: 008
THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE
REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED

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HEREIN THIS 27 DAY OF APRIL, 2010 AT 03:52 P.M.
ORDER NUMBER:16386806
CUSTOMER FILE NUMBER:
END OF CERTIFICATE

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER, SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION, APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).

SCHEDULE "B"
MANDATORY FORM OF OFFER

PURCHASE AND SALE AGREEMENT
925 Veteran's Boulevard, Airdrie, Alberta

BETWEEN:

THE BOARD OF TRUSTEES OF
ROCKY VIEW SCHOOL DIVISION NO. 41
(hereinafter called "the Vendor")

And

(hereinafter called "the Purchaser")

1. The Purchaser hereby offers to purchase and the Vendor hereby agrees to sell to the Purchaser, those Lands, including all buildings and attached chattels located thereon, standing in the name of the Vendor located in the City of Airdrie, municipally described as 925 Veteran's Boulevard and legally described as:

PLAN 9911930
BLOCK 7
LOT 1
CONTAINING 9.579 HECTARES (23.67 ACRES) MORE OR LESS
EXCEPTING THEREOUT:
PLAN NUMBER HECTARES (ACRES) MORE OR LESS
ROAD 0814697 0.581 (1.44)
EXCEPTING THEREOUT ALL MINES AND MINERALS

(herein called "the Land" or "Lands")

2. The Land is being sold "AS IS" and apart from the warranties set out in paragraph 21 hereof there are no other representations or warranties,

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express or implied, of the Vendor relating to the Lands or the condition of the Lands including the subsurface.

3. The Purchase Price for the Lands shall be the sum of;

[Purchase Price in Words] (\$_____ .00) Dollars plus applicable GST, subject to usual adjustments for the purchase and sale of real property.

4. The Purchaser shall pay the Purchase Price as follows:

a. Initial Deposit –	\$ 200,000.00
b. Additional Deposit –	\$ 500,000.00
c. Balance on Closing –	\$ _____ .00
Purchase Price	\$ _____ .00
Purchase Price plus GST @ 5%	\$ _____ .00

5. The closing date for the purchase and sale shall be 12:00 o'clock noon on the First (1st) day of February, 2011 (the Completion Day) or such earlier date as agreed to by the parties.
6. The title to the Lands will be conveyed to the Purchaser free and clear of all encumbrances, registrations and obligations except the following:

<u>Instrument Number</u>	<u>Description</u>
741 082 943	Utility Right of Way
981 130 571	Caveat (Easement)
981 344 862	Utility Right of Way
981 365 066	Caveat (Offer to Purchase)
981 365 067	Caveat (RVS)
981 365 068	Caveat (RVS)
981 176 009	Restrictive Covenant
991 285 766	Caveat (Lease)

NOTE: The Purchaser shall be responsible at its cost for obtaining and registering any discharges of any of the foregoing registrations and encumbrances or otherwise removing them.

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7. The Purchaser and the Vendor agree to act cooperatively, reasonably, diligently and in good faith.
8. The \$200,000 Initial Deposit shall be delivered to the Vendor with the Purchaser's Offer which in addition to any other requirements shall include a properly executed copy of this Agreement and the Schedules referred to in Clause 33. Upon satisfaction or waiver of the Purchaser's Conditions unless the Vendor fails to complete the transaction the Deposit shall be non-refundable.
9. The Additional Deposit shall be delivered to the Vendor along with the Purchaser's notice of the waiver or satisfaction of the Purchaser's Conditions and unless the Vendor fails to complete the transaction the Additional Deposit shall be non-refundable.
10. Any interest on the Initial Deposit or the Additional Deposit shall accrue to and belong to the Vendor.
11. Unless otherwise agreed in writing this Agreement will be completed, the Purchase Price will be fully paid and possession of the Land will be given by 12:00 noon on the Completion Day.
12. When the Purchaser takes possession, the Land will be in substantially the same condition as it was in when this Agreement was executed, subject to the right of any tenant to remove its buildings or chattels.
13. For adjustment of property taxes the Completion Day is the Vendor's day.
14. The Vendor or the Vendor's lawyer will deliver normal closing documents to the Purchaser or the Purchaser's lawyer upon reasonable conditions consistent with the terms of this Agreement. The Purchaser must have at least five (5) working days prior to the Completion Day to confirm registration of documents at the Land Titles Office including registration of any security documents associated with any financing required by the Purchaser. A working day means a day on which both the Land Titles Office and chartered banks are open for business.
15. If the Vendor or the Vendor's lawyer fails to deliver closing documents as required by Clause 14, the payment of the Purchase Price and interest will be postponed until the Purchaser has received the closing documents and has had the specified length of time (5 working days) to confirm registration.
16. If the Purchaser has not paid the Purchase Price as of the Completion Day the Vendor may permit the Purchaser to take possession in accordance with a standard Tenancy at Will Agreement.
17. The Vendor agrees that if the Purchase Price is not paid on the Completion Day then interest will be paid on the Purchase Price at the prime rate of the Alberta Treasury Branch at which the Vendor banks plus three (3%) percent per annum until paid. Payment received after noon on any day shall bear interest for that day.

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18. In the event that the Purchase Price, and any accrued interest, is not paid within thirty (30) days of the Completion Day then immediately upon notice from the Vendor to do so the Purchaser shall at its cost diligently take all necessary steps to restore title to the Vendor's name and remove any encumbrances registered by the Purchaser.
19. The Vendor will pay the cost of (i) preparation and delivery of the closing documents and (ii) preparation, registration and discharge of any unpaid Vendor's caveat.
20. The risk of loss or damage to the Property shall lie with the Vendor until the Purchase Price is paid according to the terms of this Agreement. If loss or damage to the Property occurs before the Vendor is paid the Purchase Price then any insurance proceeds shall belong to the Vendor.
21. The Vendor represents and warrants to the Purchaser that:
 - a. The Purchaser has the legal right to sell the Land;
 - b. The Vendor is not a non-resident of Canada for the purposes of the Income Tax Act (Canada);
22. All the warranties contained in this Agreement are made as of and shall be true at the Completion Day, unless otherwise agreed in writing and they shall not merge with or in any way be diminished by transfer of the title to the Land.
23. The representations and warranties in this Agreement may be enforced after the Completion Day provided that any legal action is brought within the time limits prescribed in the Limitations Act (Alberta) respecting breach of contract.
24. Time is of the essence of this Agreement unless relaxed or varied by the written agreement of the Parties.
25. This Agreement shall be governed by the laws of the Province of Alberta and any action in relation thereto shall be commenced and all steps therein taken in the Judicial District of Calgary.
26. The Purchaser's Conditions are:
 - (i)
 - (ii)
 - (iii)
 - (iv)

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The Purchaser's Conditions are to be satisfied or waived by 4:00 p.m. _____, 2010 (the Condition Day).

27. The Vendor's conditions are:

- (i) Approval of the Board of Trustees of Rocky View School Division No. 41

- (ii) Approval of the Minster of Infrastructure

- (iii) Execution of an acceptable lease at the sole option of RVS for the Automotive Instructional area as outlined on the attached diagram comprised of about 415 Sq. Meters for a 20 year period. This would be that which is presently being occupied by RVS. The Lease will provide for a total annual cost to RVS inclusive of all utilities except telephone to RVS of Forty Thousand (\$40,000.00) Dollars.

The Vendor's Conditions are to be satisfied or waived by 4:00 p.m. _____, 2010 (the Condition Day).

- i. The Purchaser's Conditions are for the sole benefit of the Purchaser and the Vendor's Conditions are for the sole benefit of the Vendor.

- ii. The Purchaser or the Vendor may unilaterally satisfy or waive their respective Conditions by the Condition Day noted for each Condition by notice to the other party.

- iii. Any notice to be given by one party to the other shall be given in writing to the party at the address following address:

The Vendor

The Board of Trustees of Rocky View School Division No. 41
2651 Chinook Winds Drive
Airdrie, AB T4B 0B4
Attention Secretary-Treasurer

The Purchaser

Attention: _____

- 28 Provided that the Purchaser or Vendor has used reasonable efforts to satisfy the Condition(s) if a notice that the Condition(s) have not been satisfied or waived has not been given by the Condition Day for that Condition then this Agreement is ended and the Deposit and Additional Deposit shall be returned to the Purchaser.

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29 This Agreement may be signed and sent by facsimile.

30 The Vendor's lawyer is:

Richard D. McNally
11015 – Jasper Avenue,
Edmonton Alberta
Phone (780) 455-0855
Fax: (780) 455-856

31 The Purchaser's lawyer is:

Phone: _____ Fax: _____

32 In the event that any current tenant of the Lands remains in possession of the Lands after the Completion Day despite its lease having expired the Purchaser shall be responsible for removing the tenant.

33 The Purchaser shall at the time this Offer to Purchase is returned to the Vendor return properly executed copies of the form of GST Representation and Warranty and Indemnity provided by the Vendor, copies of which are attached hereto as Schedules "A" and "B" respectively.

Dated at _____, Alberta this _____ day of _____ 2010.

Name of Purchaser

Per: _____

Per: _____

Accepted and dated at the City of Airdrie, Alberta this _____ day of _____, 2010.

**THE BOARD OF TRUSTEES OF
ROCKY VIEW SCHOOL DIVISION NO. 41**

Per: _____

T-10-01
For Sale By Tender

PURCHASE AND SALE AGREEMENT

SCHEDULE "A"

WARRANTY, REPRESENTATION AND ACKNOWLEDGEMENT
RE: GOODS AND SERVICES TAX PAYMENT AND REMITTANCE

PURCHASER'S GOODS AND SERVICES TAX REGISTRATION NUMBER:

_____ the Purchaser of the real property described below (the Purchaser) warrants and represents to The Board of Trustees of Rocky View School Division No. 41 (the Vendor) with respect to the sale of the following lands (the Property):

PLAN 9911930
BLOCK 7
LOT 1
CONTAINING 9.579 HECTARES (23.67 ACRES) MORE OR LESS
EXCEPTING THEREOUT:
PLAN NUMBER HECTARES (ACRES) MORE OR LESS
ROAD 0814697 0.581 (1.44)
EXCEPTING THEREOUT ALL MINES AND MINERALS

THAT:

1. The Purchaser is registered under part IX (Goods and Services Tax) Division V, Subdivision "d" of the Excise Tax Act (Canada) and will not de-register prior to the Vendor's transfer of the Property being registered; and
2. The sale of the property is not a supply of a residential complex to an individual;

THE PURCHASER ACKNOWLEDGES THAT BY LAW:

3. Goods and Services Tax is payable on the sale of the Property by the undersigned; and
4. The Purchaser is required to remit the Goods and Services Tax payable by it on the sale of the Property directly to the Receiver General; and
5. The Vendor is relieved from the responsibility of collecting and remitting the Goods and Services tax payable by the Purchaser on the sale of the Property.
6. The Purchaser fully and completely, on a full indemnity basis without limit, indemnifies the Vendor from any liability, claims, expense, or costs it may incur as a result of the failure of the Purchaser to remit the required Goods and Services tax.

T-10-01
For Sale By Tender

The Purchaser hereby provides the above Warranty, Representation and Acknowledgment this _____ day of _____, 201__.

Name of Purchaser

Per: _____

(c/s)

Per: _____

Vendor GST Number: 107907750RT0001

**T-10-01
For Sale By Tender**

PURCHASE AND SALE AGREEMENT

SCHEDULE "B"

To: ROCKY VIEW SCHOOLS

INDEMNIFICATION

The undersigned _____ does hereby release, indemnify and save harmless The Board of Trustees of Rocky View School Division No. 41 (the Division) and the Government of Alberta (the Government) from all claims of any kind related to or depending upon the acquisition of the property being purchased from the Division being described briefly as PLAN 991 1930 BLOCK 7 LOT 1 and without limiting the generality of this release and indemnification, release and indemnify the Division and the Government in respect of:

1. Any building code violations that exist or may be found to exist;
2. Any environmental problems of violations that exist or may be found to exist, and the remedying of same;
3. Lack of fitness of the property for any purposes, it being understood that the property has been purchased as is without any representations or warranties having been made as to its fitness for any purpose.

Dated at _____, Alberta this _____ day of _____ 2010.

Purchaser's name

Per: _____

Per: _____