



**Lands and Forestry
Office of the Minister**

PO Box 698, Halifax, Nova Scotia, Canada B3J 2T9 • Telephone 902-424-4037 Fax 902-424-0594 • novascotia.ca

December 16, 2019

Transaction ID: 3323536

Lighthouse Links Development Company
c/o Sean Glover
1959 Upper Water Street
Halifax, NS B3J 3N2
sglover@coxandpalmer.com

Dear Mr. Glover:

Re: Letter of Offer - Proposed Sale of Crown Lands to Lighthouse Links Development Company, at Little Harbour, Halifax County

A request to purchase approximately 705.2 acres (285.3 hectares) of Crown lands located at, Little Harbour, Halifax County currently identified on Property Online as PIDs 40747578, 40747586, 00489591, 41307992, 41308008, 41308016, 40751273 and shown outlined in bold on the attached Schedule "A" (the Property) was submitted by Lighthouse Links Development Company (the Purchaser) for the purpose of a proposed development project as defined below. The Letter of Offer (the Offer) shall remain open for acceptance for 2 weeks upon a signed copy being delivered by the Department of Lands and Forestry (the Department) to the Purchaser.

Definitions:

Project – Means the proposed development of a recreational and residential community, which is expected to include one to three world class golf courses, club house, single family homes, and short term accommodations, enhanced seasonal and recreational activities (including hiking, kayaking, and boating), as more particularly set out in the Updated Draft Proposal dated October 29, 2019, and attached as Schedule "B".

Terms and Conditions:

1. This Offer is subject to the approval of Cabinet and/or the Minister of the Department.
2. The Property is Crown lands free from encumbrances with the exception of an easement agreement for access and utilities over a portion of lands presently identified by PID 00489591 in favour of lands presently identified by PID 00605899 which is recorded at the Land Registry Office in Halifax County on October 24, 2006 as document number 86440089; however, this does not guarantee title to the Property. The Purchaser acknowledges that it must satisfy itself as to the adequacy and sufficiency of the Crown's title. The Department makes no representations or warranties as to suitability or fitness of the Property for the intended use by the Purchaser.
3. The Department and the Purchaser agree that the purchase price, as determined pursuant to paragraph 6 below, does not include HST which will be in addition to the purchase price. The

Purchaser certifies that the Purchaser is, or will be, at the time of closing registered as an HST Registrant under and pursuant to the *Excise Tax Act* (Canada) (the Act) and will continue to be so registered on the closing date. The Purchaser acknowledges that the Department shall not be liable or responsible for the collection of HST at the time of closing and that the Purchaser shall deal with any applicable HST in accordance with the Act. Based on the foregoing undertakings and representations by the Purchaser, the Department will not collect and will not be liable or responsible to collect any HST applicable to this transaction and the Purchaser, at the time of closing, will deliver to the Department, an appropriate standard Statutory Declaration in this regard satisfactory to the Department's solicitor, acting reasonably, which shall include an indemnity saving the Department harmless from liability for the payment of any of such taxes in connection with the closing.

4. The sale of the Property is subject to the Department completing an Integrated Resource Management Review.
5. The conveyance will be by Crown grant. The conveyance of title will be issued in the following name: **Lighthouse Links Development Company, a body corporate with a registered office at Halifax.**
6. The Property will be sold for \$306 per acre, as determined by the report prepared by an Accredited Appraiser Canada Institute (AACI) qualified appraiser, dated August 26, 2019. The final purchase price to be determined when the approved survey plan has been completed.
7. It is the Purchaser's responsibility to obtain all applicable permits, authorizations or approvals required from the applicable level of government required for the Purchaser's intended use of the Property. By signing the Offer, the Purchaser indemnifies and holds harmless Her Majesty the Queen in right of the Province of Nova Scotia and its employees from any and all liability arising from the failure to obtain such permits, authorizations and approvals. The Department does not, by the act of issuing this Offer, covenant or provide any assurance that any other required permits, authorizations or approvals will be issued by the Province of Nova Scotia, any other level of government or any other body.
8. Prior to closing, the Purchaser must apply to the Department and obtain authorization before entering the Property including, but not limited to, accessing the Property to conduct any investigations, inspections, tests or building roads.

Option to Repurchase

9. The Property shall be conveyed subject to an option to repurchase the Property (the Option) in favour of the Department, whereby the Department shall have the right, exercisable by giving thirty (30) days' notice in writing, following an event of default by the Purchaser under the Option, to the Purchaser or any mortgage lender (the Lender) to require the reconveyance of the Property, free and clear of any mortgages, judgments, liens, taxes, charges or other encumbrances, subject to the other terms and conditions within the Option. This Offer is conditional upon the parties entering into an option agreement on or before closing date on terms satisfactory to both parties.

The Purchaser's Obligations, Acknowledgements and Warranties:

10. The Purchaser represents and warrants to the Department that the Purchaser's intentions for future use of the Property including with respect to the Project have been fully disclosed to

the Department, including any information it has or obtains including any project report detailing the Project that could affect the Province's approval to proceed with the proposed sale of the Property as all such information is needed in order to complete the Department's reviews and consultations and before cabinet approval can be sought.

11. The Purchaser represents and warrants to the Department that the Purchaser has the authority to enter into the Offer and to be bound by the representations, warranties, terms and conditions contained herein.
12. The Purchaser acknowledges that the Purchaser has had the opportunity to obtain independent legal advice about the terms and meaning of the Offer, prior to signing the Offer.
13. The Purchaser is required to ensure that the information provided in the Offer is accurate and kept up to date.
14. Within six months of the signing of the Offer, the Purchaser is required to arrange and pay the costs associated with having the Property surveyed by a Nova Scotia Land Surveyor. The Purchaser's surveyor must contact the Manager of Surveys, Department of Lands and Forestry, PO Box 698, Halifax, NS, B3J 2T9, phone number (902) 424-6789, prior to commencing work to obtain an Order of Survey and further instructions regarding surveying of the Property.
15. The Purchaser is solely responsible for all legal fees and other costs associated with migration of the Property into the land registration system pursuant to the *Land Registration Act* and for any costs associated with the transfer of title, including municipal deed transfer tax and the fees for recording the conveyance document at the land registration office.
16. The Purchaser agrees to release Her Majesty the Queen in Right of the Province of Nova Scotia including Her Ministers, agents, employees, heirs, successors and assigns from all manner of actions, causes of actions, suits, debts, duties, accounts, covenants, contractor's claims and demands relating to any title defect.
17. The sale of the Property is subject to the Province being satisfied that it has fulfilled its duty to consult with the Nova Scotia Mi'kmaq Chiefs under the August 31, 2010 Mi'kmaq-Nova Scotia-Canada Consultation Terms of Reference (TOR) regarding the proposed sale of Crown lands. Any costs for reports, studies, archaeological assessments or similar work associated with completing any necessary aboriginal consultation regarding the proposed sale are the responsibility of the Purchaser.
18. The sale of the Property is subject to public engagement being concluded to the satisfaction of the Department.

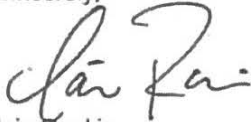
General Terms:

19. The Department is permitted to register a notice of option in the land registry office for Halifax County upon the closing date of the sale to the Purchaser.
20. In the event the sale does not receive approval of Cabinet or the Minister, the Purchaser will be notified by the Department that the sale of the Property cannot proceed, and the Offer shall immediately terminate. The Department shall not be liable for any costs incurred or losses suffered by the Purchaser if the transaction does not proceed.

21. The Offer is governed by, and will be construed and interpreted in accordance with, the laws of Nova Scotia and Canada, as applicable. All disputes arising between the parties in respect of the Offer shall atturn to the courts of Nova Scotia.
22. Any provision of the Offer that is held to be void, illegal or unenforceable shall be separate and severable from the remaining provisions of the Offer, which shall remain in full force and effect.
23. The Offer shall constitute the entire Offer for the purchase and sale of the Property and supersedes all other contracts or understandings, whether oral or in writing. Any amendments to the Offer must be in writing and signed by the parties hereto or their agents and shall include the exchange of confirming emails between the parties hereto or their agents.
24. The Offer is to be read with all changes of gender or number required of the context.
25. The Offer and any document or instrument to be executed and delivered by Purchaser or the Department may be executed and delivered in separate counterparts and delivered by one party to the other by facsimile or other form of electronic communication, each of which when so executed and delivered shall be deemed to be an original. All such counterparts shall together constitute one and the same Offer. Production of an originally executed (or a copy of a transmittal facsimile or other form of electronic communication) copy of each counterpart execution page hereof shall be sufficient for purposes of proof of the execution and delivery of the Offer or such document or instrument.
26. The Agreement shall be binding upon the parties hereto, shall be binding upon their respective successors and permitted assigns and shall enure to the benefit of and be enforceable only by such successors and permitted assigns which have succeeded, or which have received such assignment in the manner permitted herein.
27. The covenants, agreements, representations and warranties of the Purchaser contained in paragraphs 3, 7, 10-11, 16, 20-21 and 26 specifically, and all other covenants, agreements, representations and warranties made generally by the Purchaser to the Department shall not merge on the closing of this transaction, but shall survive the same and shall continue in full force and effect for the benefit of the party to whom they were given.

To indicate acceptance of the terms and conditions outlined herein, please countersign the attached Offer, and return to my attention at the address listed at the top of the Offer.

Sincerely,



Iain Rankin
Minister, Lands and Forestry


Attachment

- c Cynthia Steele, Acquisitions and Disposals, Lands and Forestry
Darrell Comeau, Area Manager, Lands and Forestry
Wayne Stillman, Manager Surveys, Lands and Forestry
Pat Lynch, Land Admin Coordinator, Lands and Forestry

Purchaser's Acceptance

We, Lighthouse Links Development Company, accept the Offer and agree to the above terms and conditions:

December 18, 2019
Date



Lighthouse Links Development Company
(Authorized Signing Officer/Individual)

Date

Lighthouse Links Development Company
(Authorized Signing Officer/Individual)