

**Addendum I: Sample Election Sheet (Annotated)\*  
2017 CAPL Property Transfer Procedure**

1. **Definition of Title Defect (Clause 1.01):** Alternate \_\_\_\_ will apply.
2. **Definition of Wells (Clause 1.01):** (Specify) Alternate 1 only \_\_\_\_; a combination of Alternates 1 and 2 \_\_\_\_; a combination of Alternates 1 and 3: \_\_\_\_; or Alternate 2 only \_\_\_\_ will apply.
3. **Base Purchase Price And Tax Allocations (Clause 2.02):** Base Purchase Price: \_\_\_\_\_.
4. **Receipt And Handling Of Deposit (Clause 2.03):** Optional Clause will \_\_\_\_/ will not \_\_\_\_ apply.
5. **GST/HST And Other Sales Taxes (Subclause 2.05A):** (i) GST/HST Election: Alternate \_\_\_\_ will apply.  
(ii) GST/HST Registration Numbers: \_\_\_\_\_ for the Vendor and \_\_\_\_\_ for the Purchaser.
6. **Interest Accrual (Clause 2.06):** Alternate \_\_\_\_/Neither Alternate 1 nor 2 \_\_\_\_ will apply.
7. **Distribution Of Specific Conveyances (Clause 3.05):** Alternate \_\_\_\_ will apply.
8. **Pipeline Records And Associated Licence Transfers (Subclause 3.07B):** Alternate \_\_\_\_ will apply.
9. **Per Diem Rental Adjustment (Paragraph 4.01(d)):** Optional Paragraph will \_\_\_\_/ will not \_\_\_\_ apply.
10. **Adjustment For Income Tax-Interim Period Income (Clause 4.03):** Adjustment: \_\_\_\_%.
11. **Vendor's Representations And Warranties (Clause 6.02):** The representations and warranties that apply are indicated by a Yes below. (Those indicated by a No, N/A or strikethrough do not apply.)
 

_____ (a) Residency For Tax Purposes _____ (b) Lawsuits And Claims _____ (c) No Default Notices _____ (d) Compliance With Title And Op Docs _____ (e) Payment Of Royalties And Taxes _____ (f) Encumbrances & ROFRs _____ (g) No Reduction _____ (h) Authorized Expenditures _____ (i) Sale Agreements _____ (j) Production Handling Agreements _____ (k) Environmental Matters _____ (l) Operations And Compliance _____ (m) Condition Of Wells _____ (n) Abandonment Of Wells	_____ (o) Condition Of Tangibles _____ (p) Provision Of Documents _____ (q) Well And Tangibles Transfers _____ (r) Records Relating To Op Tang. _____ (s) Reg. Production Penalties _____ (t) Reg. Production Allowables _____ (u) Area Of Mutual Interest/Exc. _____ (v) No Notice Of Offset Obligations _____ (w) No Commitment To Deliver _____ (x) Not A Disposition Of Sub. All _____ (y) Leased Vehicles, Equipment... _____ (z) No Removal Of Assets _____ (aa) Quiet Enjoyment _____ (bb) Additional Representations
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12. **Right Of First Refusal Values (Subclause 7.01B):** Optional sentence will \_\_\_\_/ will not \_\_\_\_ apply.
13. **Rights Of First Refusal And Consents (Subclause 7.01E):** Optional Subclause will \_\_\_\_/ will not \_\_\_\_ apply.
14. **Purchaser's Review (Article 8.00):** Optional Article will \_\_\_\_/ will not \_\_\_\_ apply.
15. **Election Respecting Title Defects (Subclause 8.02B, if Article 8.00 selected):** Alternate \_\_\_\_ will apply.
16. **Addresses For Service (Clause 15.02):**

\*Additional modifications to the defaults included in the PTP and on this sample election sheet might be considered if: (i) the Transaction were an Asset Exchange, rather than a Sale (e.g., GST/HST Registration Numbers on this election sheet; Clause 3.01 place of Closing; and possible differences in the Clause 6.02 Vendor representations); or (ii) the Parties wanted to override time periods or thresholds prescribed in the 2017 PTP that had been elections or Head Agreement content in the 2000 PTP. Examples of these are: Clause 2.02 tax allocations; Clause 2.03 optional 10% Deposit; Subclause 3.04B access to files period; Paragraph 4.02A(b) final statement of adjustments within six months; Clause 6.05 and 13.01 survival period on reps; optional Subclause 7.01E 50% or more ROFR exercise threshold; Subclause 8.02A seven Business Day period for notice of Title Defects; Subclause 8.02B Alternate 2 Title Defects thresholds of 10% and 25%; including a different value in Subclause 13.03A; and the \$25,000 minimum claim threshold in Subclause 13.03B.

Some other provisions that might be reviewed for a Transaction are: the 31-day thresholds for marketing and J.V. agreements used in Paragraphs (c) and (g) of the definition of Title and Operating Documents and the corresponding reps in Paragraphs 6.02(i) and (j); the handling of freehold mineral tax in Clause 4.01; the \$10,000 threshold in Subclause 4.02B; the estimated \$50,000 authorized expenditure threshold in Clause 5.01, Subclause 5.03A and Paragraph 6.02(h); the estimated \$100,000 threshold for addressing regulatory requirements under Paragraph 6.02(l); the 60-day maximum period prescribed for replacing signs under Clause 11.02; and any modifications to the handling of surplus equipment contemplated in Clause 11.03.