

**OFFER TO PURCHASE FOR PARCEL 2**

BY AND BETWEEN:

**KURIACON HOLDINGS LTD.**  
(the "**Vendor**")

AND

---

**(NAME OF HIGH REGISTERED BIDDER)**  
(the "**Purchaser**")

1. The Vendor agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Vendor the property legally described in the attached Schedule A (the "**Property**").
2. The Purchaser hereby offers to purchase the Property for the sum of the Closing Bid on the CLHbid.com auction taking place on August 12, 2026, being \$\_\_\_\_\_, as adjusted pursuant to the provisions of this Agreement (the "**Purchase Price**") and payable as follows:
  - \$ \_\_\_\_\_ 20% non-refundable Deposit paid to CLH Law as further described in Section 3.
  - \$ \_\_\_\_\_ 80% balance payable, subject to adjustments and Transaction Fee payable on or before the Closing Date to the Vendor's Lawyer
  - \$ \_\_\_\_\_ **PURCHASE PRICE**
  - \$ \_\_\_\_\_ Transaction Fee payable at 1.25% + GST on the Purchase Price and in addition to the Purchase Price will be paid with closing funds on the Closing Date by the Purchaser and their lawyer to the Vendor's Lawyer.
3. The Purchaser agrees to submit on or before 4:30 pm (Mountain Daylight Time) on August 13, 2026 an executed copy of this Offer along with a 20% deposit of the Purchase Price (by way of Bank Draft, Solicitor's Trust Cheque or Wire Transfer), to be held in trust by CLH Law (the "**Deposit**"). The Deposit, upon payment, shall be non-refundable and shall not be held by CLH Law pursuant to the terms of the *Real Estate Services Act* (BC). The Deposit shall be applied to the credit of the Vendor towards the payment of the Purchase Price on closing. If the Purchaser fails to complete the purchase, the Deposit shall be paid to the Vendor.

4. The Purchase Price does not include Goods and Services Tax ("**GST**"). The Purchaser agrees that, if and to the extent required under Part IX of the *Excise Tax Act* (Canada), the Purchaser will remit to the Vendor on the Closing Date any GST that may be payable in respect of the Purchaser's purchase of the Property, and the Vendor agrees that it will remit such funds or otherwise account for such funds to the Canada Revenue Agency according to its obligations under Part IX of the *Excise Tax Act* (Canada). If the Purchaser is registered for GST purposes and, on or before the Closing Date, the Purchaser provides the Vendor with a certificate as to the GST registered status of the Purchaser containing the Purchaser's GST registration number, proof of registration, and indemnity, the Purchaser will not be required to pay the GST to the Vendor but will be permitted to self-assess the GST and account for the same directly to Canada Revenue Agency, and in circumstances permitting it, the parties may also jointly agree to an Election Concerning the Acquisition of a Business or Part of a Business.
5. The Purchase Price shall be paid in full on or before September 16, 2026. (the "**Closing Date**").
6. Vacant possession of the Property will be subject to the Purchaser paying the closing funds to the Vendor's Lawyer and will be on an "as is" basis (the "**Possession Date**").
7. The following chattels shall remain with and form part of the Property for the benefit of the Purchaser:  
  
Fridge, stove, dishwasher, washer, dryer, oak table and chairs, oak bookshelves and base, riding lawnmower & miscellaneous tools, etc.  
  
It is agreed that there is no warranty or guarantee made by the Vendor as to the state of fitness, merchantability or condition of any of the chattels herein being sold to the Purchaser.
8. Title to the Property shall be free and clear of all encumbrances except subsisting conditions, provisos, restrictions, exceptions and reservations, including royalties, contained in the original grant or contained in any other grant or disposition from the Crown, registered or pending restrictive covenants and rights-of-way in favour of utilities and public authorities, and all existing non-financial charges on title as of August 12, 2026.
9. Tender or payment of monies by the Purchaser to the Vendor will be by certified cheque, bank draft, wire transfer or lawyer's or notary's or real estate brokerage trust cheque.
10. The Vendor shall deliver or cause the Vendor's lawyer to deliver to the Purchaser on the Closing Date or on such other date as may be specified transfer documents for the water licence (as set out on Schedule "B") relating to the Property along with such other documents, if any, which the Purchaser's Lawyer may reasonably require to transfer the water licence from the Vendor to the Purchaser, subject to the approval of the Province of British Columbia.
11. The Purchaser shall bear all costs of the conveyance and, if applicable, any costs related to arranging a mortgage and the Vendor will bear all costs of clearing title. The Purchaser will pay all property transfer tax and any federal or provincial sales, goods and services, value added or other tax required to be paid by the Purchaser in connection with the purchase of the Property.

12. If the Purchaser is relying upon a new mortgage to finance the Purchase Price, the Purchaser, while still required to pay the Purchase Price on the Closing Date, may wait to pay the Purchase Price to the Vendor until after the transfer and new mortgage documents have been lodged for registration in the appropriate Land Title Office, but only if, before such lodging, the Purchaser has: (a) made available for tender to the Vendor that portion of the Purchase Price not secured by the new mortgage, and (b) fulfilled all the new mortgagee's conditions for funding except lodging the mortgage for registration, and (c) made available to the Vendor, a Lawyer's or Notary's undertaking to pay the Purchase Price upon the lodging of the transfer and new mortgage documents and the advance by the mortgagee of the mortgage proceeds pursuant to the Canadian Bar Association (BC Branch) (Real Property Section) standard undertakings (the "**CBA Standard Undertakings**").
13. If the Vendor has existing financial charges to be cleared from title, the Vendor, while still required to clear such charges, may wait to pay and discharge existing financial charges until immediately after receipt of the Purchase Price, but in this event, the Vendor agrees that payment of the Purchase Price shall be made by the Purchaser's Lawyer or Notary to the Vendor's Lawyer or Notary, on the CBA Standard Undertakings to payout and discharge the financial charges, and remit the balance, if any, to the Vendor.
14. All buildings on the Property and all other items included in the purchase and sale will be, and remain, at the risk of the Vendor until 12.01 a.m. Pacific Daylight Time on the Closing Date. After that time, the Property and all other items will be at the risk of the Purchaser.
15. All money owing to the Vendor shall be paid to the Vendor's lawyer on or before 12:00 noon Pacific Daylight Time on the Closing Date. Any monies received after 12:01 p.m. Pacific Daylight Time shall be deemed to have been received on the next business day. If the Vendor agrees to accept monies after the Closing Date, the Purchaser shall pay interest at a rate of 10% per annum on any money owing to the Vendor as at the Closing Date, from the Closing Date until that money has been paid.
16. The Purchaser hereby acknowledges that if registration of the transfer documents, and Purchaser financing, if any, cannot be registered by the Closing Date due to British Columbia Land Titles registration timeline delays then the Purchaser shall obtain a title insurance policy to avoid delays at their expense.
17. All normal adjustments for the Property including but not limited to taxes, leases, rent, and interest shall be adjusted as at noon Pacific Daylight Time on the Closing Date, unless otherwise stated. The Purchaser shall assume all local improvements, assessments and charges against the Property as of that time.
18. The Purchaser acknowledges that there will not be an adjustment on the Water Licence.
19. The Purchaser has inspected the Property and agrees that the Vendor has not made any representation, warranty, collateral agreement or condition regarding the Property or any adjacent land or lands in close proximity to the Property or otherwise which may in any way directly or indirectly affect the Property or regarding this Offer other than what is written herein.

20. The Vendor represents and warrants to the Purchaser that:
  - (a) the Vendor has full corporate power and corporate authority to execute this Agreement and fully perform all of its obligations and covenants herein, including the covenant to convey the Property to the Purchaser herein; and
  - (b) within the meaning of the *Income Tax Act of Canada*, the Vendor is not now, nor will be on the Closing Date, a non-resident of Canada nor an agent or a trustee for any person with an interest in the Property who is a non-resident of Canada.
21. The parties hereto agree that the representations, warranties, and covenants herein shall not merge by the acceptance of documents, registration of documents, or the taking of possession by the Purchaser.
22. Upon this Offer being accepted by the Vendor, this document shall, as of the date of such acceptance, constitute an agreement of sale and purchase, notwithstanding the fact that formal documents may be required and the Purchaser and Vendor, as applicable, both agree to promptly execute and deliver all necessary documents and do all necessary acts in order to fully carry out and perform the true intent and object of these presents.
23. This Offer shall be open for acceptance up to but not after 4:30 p.m. (Mountain Daylight Time) on August 14, 2026 and may be accepted by PDF email to the Purchaser.
24. Time shall be of the essence in this Offer.
25. This Offer is not assignable by the Purchaser to another party without the prior written consent of the Vendor which may be arbitrarily withheld.
26. In this Offer, the masculine gender and the singular shall be construed as the feminine gender and the plural where the context so requires. This Offer shall enure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

- 27. The Agreement may be executed in several counterparts bearing PDF or facsimile signatures, each of which so executed shall be deemed to be an original, and such counterpart together shall constitute one and the same instrument.

Dated on this \_\_\_\_ day of August, 2026.

\_\_\_\_\_  
*PURCHASER*

\_\_\_\_\_  
*PURCHASER*

**TO BE EXECUTED BY HIGH  
BIDDER POST SALE ONLY**

Purchaser's Lawyer:

Firm: \_\_\_\_\_  
**Attention:** \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

**ACCEPTANCE**

The undersigned Vendor of the Property, hereby accepts the Offer and agrees to complete the sale on the terms and conditions in the Offer and should the Vendor fail to do so, the Purchaser at his option may cancel this Offer and may take such other remedies the Purchaser has at law against the Vendor.

Dated on this \_\_\_\_ day of August, 2026.

**KURIACON HOLDINGS LTD.**

Per: \_\_\_\_\_

Vendor's Lawyer:

Firm: Kuhn LLP  
**Attention: Christopher Becker**  
Address: 100 - 32160 South Fraser Way  
Abbotsford, BC V2T 1W5  
Phone: 604-864-8877  
Email: cbecker@kuhnco.net

**SCHEDULE "A"**

**1929 FULFORD-GANGES RD SALT SPRING ISLAND (PID: 005-852-684)**

"THAT PART OF LOT 1, SECTION 5, RANGE 2, SOUTH SALT SPRING ISLAND,  
COWICHAN DISTRICT, PLAN 6405, SHOWN OUTLINED IN RED ON PLAN 1018R"

**SCHEDULE "B"**  
**WATER LICENCE**

LICENCE NUMBER	LICENCE TYPE	FILE NUMBER	POD USES	WATERSHED	APPURTENANCY	SOURCE NAME	PRECINCT	PARCEL IDENTIFIER (PID)
C124248	Surface Water	1002667	PD82173 03B - Irrigation: Private @ 3638.766 m3/year Flag: T Rediversion: N, PD82173 08A - Stream Storage: Non-Power @ 10005.98976 m3/year Flag: T Rediversion: N	VICT - Salt Spring	LOT 1 SEC 5 RGE 2 SOUTH SALT SPRING ISLAND COWICHAN DISTRICT PLAN 6405 EXCEPT PART SHOWN OUTLINED IN RED ON PLAN 1018R	SO20887 - Fulford Creek	31CVictoria / Shawnigan	005-852-684

**NOTE-** The Statement, for Water Licence No. C124248, with the rental period being January 1, 2025- December 31, 2025 was \$75.00