

OFFER TO PURCHASE FOR PARCEL 1

BY AND BETWEEN:

KEVIN DALE BENDER
(the "Vendor")

AND

(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**"). The Property will include the mine and mineral rights, if any, owned by the Vendor.
2. The Purchaser hereby offers to purchase the Property for the sum of the Closing Bid on the CLHbid.com auction taking place on December 4, 2024, being \$_____ (the "**Purchase Price**") and payable as follows:
 - \$ _____ 20% Deposit paid to Carter, Lock & Horrigan 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 to Carter, Lock & Horrigan, in trust on or before 4:30 pm on December 5, 2024 an executed copy of this Agreement along with a Bank Draft, Solicitor's Trust Cheque or Wire Transfer, payable to Carter, Lock & Horrigan, in trust, in the sum of 20% of the Purchase Price (the "**Deposit**") which will if the transactions set out herein complete be applied towards the payment of the Purchase Price on the Closing Date. The Deposit, upon payment, shall be unconditional, and if the Purchaser fails to close the purchase of the Property for any reason, the Deposit shall be forfeited to the Vendor on account of damages, and Carter, Lock & Horrigan is irrevocably authorized and directed to release and pay the Deposit to the Vendor, provided that such retention of the Deposit shall not itself constitute a termination of this Agreement and shall not restrict the Vendor from exercising any other rights or remedies which the Vendor may have by virtue of the Purchaser's default, including the right to claim damages from the Purchaser which the Vendor sustains in excess of the Deposit.

4. The Purchase Price does not include Goods and Services Tax ("**GST**"). The Purchase Price will be subject, on the Closing Date, to the addition of GST which shall be paid by the Purchaser to the Vendor on the entire Purchase Price. Alternatively, in the event the Purchaser represents and warrants to the Vendor that the Purchaser is a registrant under the *Excise Tax Act* (Canada) and provides the Vendor with their GST registration number prior to the Closing Date together with a GST indemnity then the Purchaser may account directly to Canada Revenue Agency for the GST payable on this transaction without paying same to the Vendor. For greater certainty, the Transaction Fee does not form part of the Purchase Price for the purposes of this section.
5. The Purchase Price, as adjusted, shall be paid in full on or before January 15, 2025 (the "**Closing Date**").
6. Possession of the Property will be subject to:
 - (a) The Purchaser paying closing funds on the Closing Date to the Vendor's Lawyer; and
 - (b) The existing tenant harvesting and removing the 2024 crop until the end of the 2024 season. Should the existing tenant be unable to complete harvest and removal of crop in 2024 due to weather, they shall have the right to harvest and removal of the 2024 crop until May 5, 2025 (the "**Possession Date**").
7. The Purchaser agrees that the Swan Valley Snowmobile Association Inc. shall be entitled to utilize the trails and access their cabin (located on NW-8-32-29-WPM) until May 15, 2025 unless otherwise negotiated. Use of the trails will be at their own risk without impediment and at no cost.
8. All money owing to the Vendor shall be paid to the Vendor's Lawyer on or before 12:00 noon on the Closing Date. Any monies received after 12:01 pm 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.
9. 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 Manitoba Land Titles registration timeline delays then the Purchaser shall obtain a title insurance policy to avoid delays past the Closing Date at their own expense.
10. The Vendor's Lawyer will deliver normal closing documents to the Purchaser's Lawyer upon reasonable conditions consistent with the terms of this Offer.
11. All normal adjustments for the Property including but not limited to surface leases (if any), taxes, municipal utility charges, and interest shall be adjusted as at noon on the Closing Date. The Purchaser acknowledges that the land rental payments (including but not limited to crop and cattle) will be excluded from the said adjustments.
12. The Purchaser agrees to pay a transaction fee equal to 1.25% of the Purchase Price plus GST (the "**Transaction Fee**") in addition to the Purchase Price. The Transaction Fee will appear on the Statement of Adjustments as provided to the Purchaser's Lawyer.

13. The Property shall be free and clear of any financial encumbrances attributable to the Vendor. The Property may be subject to all non-financial encumbrances now on title such as easements, utility right of ways and covenants and conditions registered against the Property, including, without limitation, those set out in Schedule "A" hereto.
14. The Purchaser has inspected the Property and, relying solely on such inspection, agrees to purchase same. The Purchaser 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.
15. The Vendor represents and warrants to the Purchaser that:
 - (a) he is not now (nor will be within 60 days after the Possession Date) a non-resident of Canada within the meaning of the *Income Tax Act (Canada)*;
 - (b) he is not an agent or trustee of anyone with an interest in the Property who is (or will be 60 days after the Possession Date) a non-resident of Canada within the meaning of the *Income Tax Act (Canada)*; and
 - (c) he is the registered and beneficial owner of the Property and has the legal right to sell the Property.
16. The Purchaser represents and warrants to the Vendor that:
 - (a) if applicable, the Purchaser is not a non-Canadian as defined under the *Prohibition on the Purchase of Residential Property by Non-Canadians Act (Canada)*;
 - (b) if the Purchaser is a body corporate,
 - i. the Purchaser is duly incorporated and organized and validly subsisting under the applicable Canadian law and has the corporate power to enter into this Agreement and to perform its obligations hereunder; and
 - ii. this Agreement and the transactions contemplated hereby have been duly authorized by the Purchaser and constitute a legal, valid and binding obligation of the Purchaser, enforceable against the Purchaser by the Vendor in accordance with its terms.
17. 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 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.
18. This Agreement cannot be assigned by the Purchaser without the prior written consent of the Vendor. An assignment of this Offer includes any change in control of the Purchaser after this Offer is fully signed. The Purchaser acknowledges that the assignment does not release the Purchaser from its obligations under this Offer and confirms that the Vendor is entitled to any profit resulting from an assignment of the Offer by the Purchaser to any subsequent assignee.

19. This Offer shall be open for acceptance up to but not after 4:30 pm on December 6, 2024 and may be accepted by PDF email to the Purchaser.
20. Time shall be of the essence in this Offer.
21. 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.
22. This Agreement shall be interpreted, construed and enforced in accordance with, and the respective rights and obligations of the Vendor and the Purchaser shall be governed by, the laws of the Province of Manitoba and the federal laws of Canada applicable therein, and the Parties hereto irrevocably attorn to the jurisdiction and venue of the Manitoba Courts.
23. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such determination shall not impair or affect the validity, legality or enforceability of the remaining provisions hereof, and each provision is hereby declared to be separate, severable and distinct.
24. This Agreement constitutes the entire agreement between the Vendor and the Purchaser with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether written or oral. There are no conditions, covenants, agreements, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof except as herein provided. This Agreement may only be amended or varied by further written agreement amongst the Parties hereto.
25. The Agreement may be executed in several counterparts bearing PDF, electronic, 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 at _____, in the Province of Manitoba, on this ____ day of December, 2024.

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/her/their option may cancel this Offer and may take such other remedies the Purchaser has at law.

Dated at _____, in the Province of Alberta, on this ____ day of December, 2024.

KEVIN DALE BENDER

Vendor's Lawyer:

Firm: MMJS Law Office
Attention: Scott W. Johnston
Address: 14 Main Street S., Box 1670
Carman, Manitoba, R0G 0J0
Phone: 204-745-2546
Email: scott@mmjlaw.com

OFFER SCHEDULE "A"

Title No. 2604447/6

THE SW 1/4 OF SECTION 8-32-29 WPM
EXC FIRSTLY: LAKE AGNES
SECONDLY: ROAD PLAN 1561 DLTO
AND THIRDLY: ALL MINES MINERALS AND SPECIAL RESERVATION
AS RESERVED IN THE ORIGINAL GRANT FROM THE CROWN

Permitted Encumbrances: None
To be Discharged: Registration No. 1087158/6 & Registration No. 1089149/6