

OFFER TO PURCHASE

BY AND BETWEEN:

RUSSELL GORDON HUTCHISON
(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 sale taking place on September 14, 2026, being \$_____ (the "**Purchase Price**") and payable as follows:

\$ _____ 20% 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 to CLH Law on or before 4:30 pm Mountain Daylight Time on September 15, 2026 an executed copy of this Offer along with either a) 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 or b) have their approved lender provide written confirmation in a form satisfactory to CLHbid.com of 100% financing of the Purchase Price (the "**Deposit**"). Provided that transactions set out herein are complete, the said Deposit shall 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 CLH Law 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 October 19, 2026 (the "**Closing Date**").
6. Possession of the Land will be made available on November 1, 2026 subject to:
 - (a) The Purchaser paying closing funds on the Closing Date; and
 - (b) The existing tenant removing all cattle pasturing.
7. The Vendor's Lawyer will deliver normal closing documents to the Purchaser's Lawyer upon reasonable conditions consistent with the terms of this Offer.
8. The Vendor and Purchaser acknowledge that this Offer is unconditional upon execution and payment of deposit. There will be no conditions on behalf of the Vendor or Purchaser, including but not limited to a financing condition or property inspection.
9. If any part of the Purchase Price is to be paid from the proceeds of a new mortgage, payment of that amount may be delayed by the time necessarily required for registration of the mortgage to be completed by the Land Titles Office, and reported to the mortgagee. The Purchaser agrees to execute any such mortgage documents prior to the Closing Date. If any part of the Purchase Price is paid after 12:00 p.m. on the Closing Date, that amount shall bear interest (unless such interest is waived by the Vendor) at a rate of 10% per annum.
10. All normal adjustments for the Property including but not limited to taxes, municipal utility charges, and interest shall be adjusted as at noon on the Closing Date unless otherwise stated. The Purchaser shall assume all local improvements, assessments and charges against the Property as of that time. The Purchaser acknowledges that the land rental payments (including but not limited to crop and cattle) will be excluded from the said adjustments.
11. The oilfield surface lease payments shall not be adjusted to the Closing Date. The Vendor shall retain all payments made prior to the Possession Date, including the payment anticipated on October 24, 2026, and the Purchaser shall receive all payments made after the Possession Date. The parties agree that there shall be no adjustments on the oilfield surface lease payments.
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 Closing 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 Closing 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 September 16, 2026 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 on this ____ day of September, 2026.

PURCHASER'S SIGNATURE

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

PURCHASER'S SIGNATURE

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 on this ____ day of September, 2026.

RUSSELL GORDON HUTCHISON

Vendor's Lawyer:

Firm: McNeill Harasymchuk McConnell
Attention: Anique Timmerman
Address: P.O. Box 520, 243 Raglan St W
Virden, MB, R0M 2C0
Phone: (204) 748-1220
Email: anique@mhmlaw.ca

OFFER SCHEDULE "A"

Title No. 3145193/2

NW 1/4 13-11-26 WPM
EXC ALL MINES AND MINERALS AS SET FORTH IN TRANSFERS
NOS. 119941, 121606 AND 1030475.

Permitted Encumbrances: Registration Number 96412/2, R1492/2, R32974/2, R34323/2, R60224/2, 83-9006/2, 83-11709/2, 84-360/2, 84-2934/2, 85-1922/2, 85-6696/2, 87-7746/2, 1144577/2, 1150582/2, 1150589/2, 1150600/2, 1284456/2, 1297160/2, 1297166/2, 1303979/2, 1303980/2, 1303981/2, 1334789/2, 1334790/2, 1334792/2, 1334793/2, 1334794/2, 1334795/2, 1334796/2, 1334797/2, 1336592/2, 1336593/2, 1338295/2, 1338315/2, 1338316/2, 1421965/2, 1434968/2, 1446324/2, 1446739/2, 1455837/2, 1455982/2, 1505779/2 & 1506950/2

To be Discharged: None