

OFFER OF PURCHASE AND SALE FOR PARCEL 1

BY AND BETWEEN:

CLINTON EDWARD PUSHKA AND BRENDA JOAN PUSHKA
(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 January 10, 2023, being \$_____ (the "**Purchase Price**") and be payable as follows:
 - \$ _____ 20% Deposit paid to Carter, Lock & Horrigan, further described in Section 3.
 - \$ _____ 80% balance payable, subject to adjustments and Transaction Fee, payable to the Vendor's Lawyer
 - \$ _____ **PURCHASE PRICE**
3. The Purchaser agrees to submit on or before 4:30 pm on January 11, 2023 an executed copy of this Offer along with a Bank Draft or Electronic Bank Deposit in the sum of 20% of the Purchase Price made payable to Carter, Lock & Horrigan (the "**Deposit**"). The Deposit, upon payment, shall be unconditional and non-refundable. In the event the Purchaser is in default of their obligations under this Agreement, the Vendor shall be entitled to keep the Deposit as the Vendor's own property.
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.
5. The Closing Date for this transaction will be February 8, 2023 (the "**Closing Date**").

6. Possession of the Land will be subject to Purchaser paying closing funds on the Closing Date (the "**Possession Date**").
7. The 3 Westeel flat-bottom bins shall form part of the Property and shall remain with the Purchaser.
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. Notwithstanding the foregoing, if 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 and, if so, that amount shall bear interest payable to the Vendor at the same rate as the new mortgage until paid from the Closing Date to the date funds are actually received by the Vendor's Lawyer.
9. The Vendor's Lawyer will deliver normal closing documents to the Purchaser's Lawyer upon reasonable conditions consistent with the terms of this Offer.
10. All normal adjustments for the Property including but not limited to taxes (including local improvement levies), municipal utility charges, and interest shall be adjusted as at noon on the Closing Date. There shall be no adjustment for any land rental payments for the current calendar year.
11. 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.
12. 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.
13. 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.
14. The Vendor represents and warrants to the Purchaser that:
 - (a) They are not now (nor will be within 60 days after Possession Date) a non-resident of Canada within the meaning of the *Income Tax Act* (Canada);
 - (b) They are not agents or trustees of anyone with an interest in the property who is (or will be 60 days after Possession Date) a non-resident of Canada within the meaning of the *Income Tax Act* (Canada); and
 - (c) They are the registered and beneficial owners of the Property and have the legal right to sell the Property.

15. 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.
16. 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.
17. This Offer shall be open for acceptance up to but not after 4:30 pm on January 12, 2023 and may be accepted by PDF email to the Purchaser.
18. Time shall be of the essence in this Offer.
19. 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.
20. 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 _____, on this ____ day of January, 2023.

PURCHASER

PURCHASER

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 _____, on this ____ day of January, 2023.

CLINTON EDWARD PUSHKA

BRENDA JOAN PUSHKA

Vendor's Lawyer:

Firm: Sims & Company
Attention: Brian James Lee
Office Address: 227 Main Street, Russell, Manitoba, R0J 1W0
Mailing Address: Box 70, Russell, Manitoba, R0J 1W0
Phone: 1-204-773-2172
Email: russell@simsco.mb.ca

OFFER SCHEDULE "A"

Title No. 2595917/5

THE S 1/2 OF SECTION 17-21-26 WPM SS 503 NLTO
EXC: OUT OF THE SW 1/4, ROAD PLAN 1651 NLTO
EXCEPTING THEREOUT: ALL MINES AND MINERALS

Permitted Encumbrances: Registration No. 1012960/5

To be Discharged: Registration No. 1083833/5 and Registration No. 1149694/5