

**OFFER TO PURCHASE**

**TO: HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF MANITOBA  
as represented by the Minister of Transportation and Infrastructure,  
in c/o Real Estate Services Branch, 308 – 25 Tupper Street N.,  
Portage la Prairie, Manitoba R1N 3K1**

**(“Manitoba”),**

**I/WE:** \_\_\_\_\_

(Name of Buyer)

\_\_\_\_\_  
(Mailing Address of Buyer and Telephone no.)

**(the “Buyer”),**

hereby offer to purchase from Manitoba the property located in the Rural Municipality of  
Grahamdale, in Manitoba, commonly referred to as **45124 164 Road North** and legally described  
on Title 3231289/1 as follows:

THE ELY 290 FEET PERP OF THE WLY 1504 FEET PERP OF THE NLY 301 FEET  
PERP OF THE NW 1/ 4 OF SECTION 9-28-8 WPM  
EXC FIRSTLY: PUBLIC ROAD PLAN 68195 WLTO  
SECONDLY: ALL SAND AND GRAVEL, AND  
THIRDLY: ALL RESERVATIONS AS SET FORTH IN THE CROWN LANDS ACT OTHER THAN  
THE RESERVATIONS SET FORTH IN 4(1)(D) OF SAID ACT  
SUBJECT TO THE RESERVATIONS AND PROVISIOES CONTAINED IN THE GRANT FROM  
THE CROWN

(the “**Land**”),

together with all buildings and any other structures and improvements on the Land (the  
“**Buildings**”), collectively referred to as the “**Property**”, for the total price of  
\$ \_\_\_\_\_ (the “**Purchase Price**”), plus any applicable goods and  
services taxes, on the following terms and conditions:

1. The Purchase Price shall be payable, in Canadian funds, to **The Minister of Finance** as  
follows:

(a) By a deposit of 10% of the Purchase Price, in  
the form of a certified cheque, bank draft or  
solicitor’s trust cheque accompanying this offer \$ \_\_\_\_\_

(b) By the net proceeds of a new mortgage  
to be arranged by the Buyer \$ \_\_\_\_\_

(c) The balance by bank draft or solicitor’s  
trust cheque on or before the Closing  
Date (as defined in paragraph 8) \$ \_\_\_\_\_

Total: \$ \_\_\_\_\_

Prepared by:

\_\_\_\_\_  
LM

If part of the Purchase Price is to be paid from the proceeds of a new mortgage arranged by the Buyer, payment of that amount may be delayed by the time required for registration of the mortgage to be completed by the Land Titles Office and reported to the mortgagee. If payment of the mortgage amount is so delayed, that amount shall bear interest payable to Manitoba at the same rate as the new mortgage calculated from the Closing Date up to and including the date the monies are received by Manitoba. In addition to any remedies Manitoba may have under *The Crown Lands Act* (Manitoba), Manitoba shall have a lien and charge against the Property for the unpaid portion of the Purchase Price (with interest as mentioned in this paragraph).

2. The Purchase Price includes such equipment, furniture, tools and other chattels situated on, in or about the Property as are shown in Schedule "A" to this offer as being included (the "**Chattels**"). The Purchase Price does not include such equipment, furniture, tools and other chattels situated on, in or about the Property as are shown in Schedule "A" as being excluded. Manitoba agrees to remove all such excluded items (if any) from the Property before the Closing Date.
3. The Buyer acknowledges that it is aware that Manitoba has conducted:
  - (a) A Phase I Environmental Site Assessment including mould inspection of the Building on the Property which is used or may reasonably be used for human habitation; and
  - (b) a search of Manitoba Environment and Climate Change Contaminated Sites Registry to determine whether the Property is listed as a contaminated or impacted site;

and that Manitoba will make the results of those tests and searches available to the Buyer upon request. The Buyer specifically acknowledges and agrees, however, that it is the responsibility of the Buyer to satisfy itself concerning these matters and to conduct such searches, tests and inspections of the Property as the Buyer may consider advisable, and that Manitoba makes no representations or warranties whatsoever in this respect.

4. This offer is subject to the following conditions, which are for the sole benefit of the Buyer:
  - (a) The Buyer shall have five (5) business days after the date of acknowledgement of receipt of this offer by Manitoba to arrange satisfactory financing, if financing is required as indicated in sub-paragraph 1(b) above. If the Buyer is not able to arrange satisfactory financing, the Buyer shall, prior to the expiry of the time limit set out in this sub-paragraph, deliver written notice to that effect to Manitoba along with a written statement from the financial institution that denied the Buyer financing indicating that the Buyer's request for financing was denied and the reasons for the denial. If the written notice and the written statement from the financial institution are delivered to Manitoba prior to the expiry of the time limit set out in this sub-paragraph, then this offer shall be deemed to have been withdrawn by the Buyer and the deposit shall be immediately returned to the Buyer without interest, penalty or any other charges. If the Buyer fails to deliver written notice and the requisite written statement from the financial institution to Manitoba in accordance with the requirements of this sub-paragraph and the notice provisions contained in paragraphs 18 to 21, this condition shall be deemed to have been waived by the Buyer.
  - (b) The Buyer shall have \_\_\_\_\_ calendar days after the date of acknowledgement of receipt of this offer by Manitoba (the "**Inspection Period**") to, at its own expense:

***(Note: The Buyer is to specify the length of the Inspection Period. The Inspection Period must not exceed sixty (60) calendar days. The Buyer may, however, request an extension of the Inspection Period as set out in paragraph 7.)***

- (i) have the Property tested or examined by a qualified environmental engineer for contamination or hazardous substances which pose or may pose a threat to human health or safety or to the environment;
- (ii) have the Buildings' structural integrity examined by a qualified structural engineer;
- (iii) obtain a survey of the Property from a qualified Manitoba land surveyor.

If any of the tests, examinations or surveys conducted in accordance with this sub-paragraph reveal a condition that is unacceptable to the Buyer and if, within the Inspection Period, the Buyer delivers written notice to Manitoba of the unacceptable condition of the Property together with a copy of the report prepared by the qualified environmental engineer, the qualified structural engineer or the qualified Manitoba land surveyor that reveals the condition and substantiates that it is unacceptable, this offer shall be deemed to have been withdrawn by the Buyer and the deposit shall, subject to paragraph 30, be immediately returned to the Buyer without interest, penalty or any other charges. If the Buyer fails to deliver written notice and the requisite report or reports to Manitoba in accordance with the requirements of this sub-paragraph and the notice provisions contained in paragraphs 18 to 21, this condition shall be deemed to have been waived by the Buyer.

5. The Buyer shall be entitled to conduct any other tests on or with respect to the Property during the Inspection Period in addition to those enumerated in sub-paragraph 4(b), provided that such tests do not alter the condition of the Property in any manner. However, this offer shall not be conditional upon the results of any such tests and shall not form a basis upon which the Buyer may set aside this offer. The Buyer undertakes and agrees to ensure that any such tests, surveys or examinations conducted in accordance with this paragraph and sub-paragraph 4(b) will not alter the condition of the Property in any manner.
6. The Buyer acknowledges that if it wishes to conduct any tests or examinations of the Property during the Inspection Period which consist of more than just visual inspections or examinations and which may alter the condition of the Property, the Buyer must first obtain the written consent of Manitoba to conduct such tests or examinations (the "**Works**"). In consideration for the granting of any such consent, the Buyer acknowledges that such consent shall be conditional upon the following terms and conditions, which are hereby agreed to by the Buyer:
  - (a) the Buyer must not conduct any such tests or examinations before any condition relating to financing required by the Buyer to complete its purchase of the Property has been either satisfied or waived;
  - (b) the Buyer must leave the Property in a good and safe condition substantially comparable to the condition of the Property immediately prior to the Works occurring;
  - (c) the Buyer must indemnify and save Manitoba, and its Ministers, employees and agents, harmless from and against any and all claims, actions, costs, damages and liabilities (including, without limitation, legal costs on a solicitor and own client basis) with respect to any personal injury (including, without limitation, death), damage or loss arising out of the operations of the Buyer, its employees, agents or contractors in connection with Works carried out on the Property;
  - (d) if the Buyer fails or neglects to restore the Property as required, Manitoba may, after reasonable notice to remedy such default, and the reasonable costs thereof shall be paid by the Buyer to

Manitoba; and

- (e) the Buyer must conclude such Works and have all equipment removed from the Property prior to the end of the Inspection Period.

It is understood and agreed that the undertakings, agreements and indemnifications contained in this paragraph shall remain in effect notwithstanding the withdrawal or rejection of this offer and, further, that they shall survive the closing of the transaction of purchase and sale or the termination of the agreement created by the acceptance of this offer.

7. The Inspection Period may be extended before it expires upon request of the Buyer and the written approval of Manitoba.
8. The closing date of this transaction of purchase and sale shall be thirty (30) calendar days after Manitoba has obtained all required executive approvals as set out in paragraph 24 of this offer or such other date as may be agreed upon in writing by the parties (the "**Closing Date**").
9. Adjustments for real property taxes and such other items as may require adjustment shall be made as of the Closing Date.
10. Subject to all conditions having been met or waived, Manitoba shall provide the Buyer or its solicitor, on or before the Closing Date, with the following:
  - (a) a Transfer of Land which upon registration in the appropriate Land Titles Office will vest title to the Property in the name of the Buyer free and clear of any mortgages, encumbrances or other interests registered against the title to the Property, except only for the following:
    - (i) any public utility caveats and any easement or right-of-way agreements in favour of any utility company or municipal authority protecting a right-of-way or easement;
    - (ii) any "statutory easements" as defined in *The Real Property Act* (Manitoba);
    - (iii) any private or public building or use restriction caveat;
    - (iv) any easement, the existence of which is apparent on inspection of the Property;
    - (v) any mortgage, encumbrance or other interest registered by or on behalf of the Buyer, or that is otherwise attributable to the Buyer; and
    - (vi) Caveat in favour of Manitoba Telephone System registered as no. 249649/1; *and*
  - (b) a Bill of Sale which will convey all of Manitoba's right, title and interest in and to the Chattels to the Buyer free and clear of all registered liens, charges or encumbrances.
11. The Property, until the Closing Date, shall remain at the risk and responsibility of Manitoba, and if the Property suffers substantial damage which is not repaired by the Closing Date, the Buyer may cancel this purchase and the deposit shall, subject to paragraph 30, be returned to the Buyer without interest, deduction or charges of any kind.
12. The Buyer acknowledges and agrees that, in making this offer, the Buyer is relying entirely on the Buyer's own inspection and knowledge of the Property and the Chattels independent of any representations made by or on behalf of Manitoba. There are no representations, warranties, collateral agreements or conditions affecting this offer, the Property, or the Chattels, except as otherwise expressly provided in this offer.
13. Without limiting the generality of paragraph 12, the Buyer specifically acknowledges and agrees that:

- (a) Manitoba is selling the Property (which includes the Buildings and the Land) and the Chattels on an “as-is, where-is” basis;
- (b) Manitoba makes no representations or warranties, nor are there any collateral agreements or conditions, pertaining to any of the following:
  - (i) the condition of the Buildings on the Land;
  - (ii) the condition or, if applicable, the existence of electrical, plumbing, heating and mechanical systems on or in the Property;
  - (iii) the condition of any Chattels that are included in the Purchase Price;
  - (iv) any survey of the Property that may have been carried out;
  - (v) whether there are any encroachments from the Property onto adjoining properties, or encroachments from adjoining properties onto the Property;
  - (vi) whether there are any encroachments from the Property onto any public utility right-of-way or easement area, or onto any statutory easement area;
  - (vii) whether the Property is connected to any public utility or other service;
  - (viii) the purposes for which the Property may be used or whether the Property complies with the applicable zoning regulations and requirements;
  - (ix) whether the Property complies with any existing building or use restrictions;
  - (x) whether the Property complies with all applicable federal, provincial and municipal legislation and standards;
  - (xi) any existing infrastructure or servicing on or to the Property, including (without limitation): the source and availability of any wastewater system or service for the disposal of grey water and sewage, including any onsite wastewater management system or any wastewater collection system that may be available; the condition of any onsite wastewater management system; the source and availability of, or the suitability for drinking purposes of, any water that may be available on the Property; and the cost of any wastewater disposal and water services that may be available;
  - (xii) the dimensions or area of the Land, or of the Buildings located on the Land that are part of the Property;
  - (xiii) the Property’s site conditions or soil conditions;
  - (xiv) the possibility that the Property may be subdivided, or whether the Property is required by a relevant authority to be subdivided, or any other matter relating to the development of the Property;
  - (xv) environmental matters that affect or may affect the Property;

- (xvi) whether or not the Property is prone to flooding, either by natural means or due to artificial flooding; or
  - (xvii) unregistered interests that affect or may affect the Property or the Chattels.
14. Manitoba and the Buyer agree that the sale of previously occupied residential housing is exempt from goods and services tax ("GST"), however, if for any reason this transaction of purchase and sale is subject to GST, the Buyer agrees that the Buyer shall be responsible to pay any GST payable on the Purchase Price or alternatively shall file all appropriate reports, elections and returns pertaining to this purchase transaction and shall confirm the filing to Manitoba. The Buyer covenants that it will indemnify Manitoba for any GST, penalty, interest or other amounts for which Manitoba may become liable because Manitoba has not collected GST from the Buyer in reliance on the above representations and covenants. The Buyer agrees that the representations and covenants contained in this paragraph shall survive the closing of the transaction of purchase and sale.
15. Manitoba and the Buyer agree to execute promptly, when prepared, any documents considered by them or their respective solicitors to be required to complete this transaction. Manitoba shall be responsible for costs associated with the preparation of the Transfer of Land and the Bill of Sale, and the Buyer shall be responsible for the registration of the Transfer of Land at Land Titles Office, including all registration costs, and including all applicable land transfer taxes.
16. Manitoba shall not be required to provide the Buyer with a Declaration as to Possession on the closing of the transaction of purchase and sale contemplated in this offer.
17. Until the Buyer has given Manitoba written notice that the Buyer waives all of the conditions set out in paragraph 4 of this offer or until such time as all of the conditions set out in paragraph 4 are deemed to have been waived or satisfied, Manitoba shall be entitled to continue its efforts to sell the Property and Chattels. If, before such time, Manitoba receives any bona fide offer that the Real Estate Services Branch is willing to recommend be approved (the "**Alternative Offer**"), it shall immediately give the Buyer written notice of the Alternative Offer and the purchase price being offered in the Alternative Offer. The Buyer shall have until the same time of the day two (2) business days after it receives such notice from Manitoba to waive the conditions set out in paragraph 4 of this offer and to agree to match the purchase price set out in the Alternative Offer. If the Buyer gives notice waiving the conditions and agreeing to amend this offer by increasing the Purchase Price to that contained in the Alternative Offer within the two (2) business days, this offer shall continue in full force and effect. The Buyer acknowledges and agrees that if the Buyer does not give notice that it waives the conditions and agrees to match the purchase price as required, then Manitoba shall have no obligation to give any further consideration to this offer and it shall be deemed to have been rejected. Upon rejection of this offer in the manner aforesaid, Manitoba shall, subject to paragraph 30, promptly return the deposit to the Buyer without interest or deduction. In this offer, "**business day**" shall mean any day other than a Saturday, Sunday or any other day that Manitoba's offices are closed to the public.
18. Any notices which may be given under the provisions of this offer shall be in writing and shall be sufficiently given if delivered by courier, sent by prepaid registered mail or sent by facsimile transmission, addressed to:
- (a) the Buyer:
-

\_\_\_\_\_  
\_\_\_\_\_  
(mailing address)  
\_\_\_\_\_

Email: \_\_\_\_\_

Facsimile No: \_\_\_\_\_

(b) Manitoba:

c/o Real Estate Services Branch  
308 – 25 Tupper Street N.  
Portage la Prairie, Manitoba R1N 3K1

Attention: Disposal and Acquisition Officer  
Email: [resdinfo@gov.mb.ca](mailto:resdinfo@gov.mb.ca)  
Facsimile No. 204-239-3560

19. Any notice or communication that is:

- (a) delivered, shall be deemed to have been received on the date of the delivery; or
- (b) sent by mail, shall be deemed to have been received on the third business day of Manitoba following the date of mailing; or
- (c) sent by email or facsimile transmission, shall be deemed to have been received on the date indicated in the email or facsimile transmittal confirmation sheet if during regular business hours of Manitoba; otherwise, it shall be deemed to have been received on the next business day of Manitoba.

20. If mail service is disrupted by a labour controversy on or within three (3) business days after the date of mailing, the notice or communication shall be delivered or sent by facsimile transmission.

21. The Buyer or Manitoba may change its own address and other information set out in paragraph 18 by giving notice in writing to the other party.

22. No assignment of this offer may be made by the Buyer, nor shall the Buyer be permitted to nominate any person, firm or corporation to take title to the Property in the place and stead of the Buyer, unless it is approved in writing by Manitoba, which approval may be withheld for any reason or for no reason.

23. Time shall in all respects be of the essence.

24. The Buyer acknowledges that this offer will not be accepted by Manitoba unless and until Manitoba has obtained all required executive approvals of the offer and the transaction of purchase and sale contemplated in this offer.

25. Upon receipt of this offer, the Real Estate Services Branch, on behalf of Manitoba, shall have five (5) business days to decide to acknowledge receipt of this offer. Manitoba may, in its entire discretion, decide to acknowledge receipt of this offer or reject it. Should Manitoba

decide to acknowledge receipt of this offer, it will recommend the offer for approval, and will sign the "Acknowledgement of Receipt" set out in this offer form and forward a signed copy to the Buyer for its records. If Manitoba does not acknowledge receipt of this offer within the time period specified in this paragraph, this offer shall be deemed to have been rejected and the deposit shall be returned to the Buyer without interest.

26. If all the required executive approvals have been obtained by the date for acceptance of this offer, Manitoba will accept this offer, and will sign the "Acceptance" set out in this offer form and return a fully signed copy to the Buyer for its records. Manitoba will notify the Buyer whether or not the required executive approvals have been obtained promptly after the decision has been made.
27. Upon acceptance of this offer, this offer shall constitute a binding contract of purchase and sale, which shall be binding upon and enure to the benefit of the Buyer and Manitoba, and their respective heirs, executors, administrators, legal representatives, successors and permitted assigns.
28. If the Buyer consists of more than one person, each of them shall be liable for the obligations on the part of the Buyer contained herein both individually and together with each other Buyer.
29. If this offer is accepted by Manitoba and the Buyer defaults in any of its obligations hereunder, Manitoba shall be entitled to retain the deposit as liquidated damages and not as penalty. In addition, Manitoba shall have the right to pursue such other remedies as it may have at law or in equity.
30. Notwithstanding anything to the contrary contained herein, if pursuant to the provisions of this offer the deposit is returnable to the Buyer, Manitoba shall be entitled to retain the deposit, or to deduct from the deposit, any amounts which may become due and payable by the Buyer to Manitoba pursuant to the provisions of paragraph 6 or under any other contract between the Buyer and Manitoba. If the amount owing by the Buyer to Manitoba pursuant to the provisions of paragraph 6 exceeds the amount of the deposit, Manitoba shall also have the right to pursue such other remedies as it may have at law or in equity.
31. The Buyer acknowledges and agrees that those provisions of this offer which are either impliedly or expressly stated therein to be for the benefit of Manitoba may only be waived by Manitoba, in whole or in part, in Manitoba's sole discretion. The Buyer shall not have the right to waive any of those provisions.
32. It is the intent of the Buyer that this offer be treated as if made under seal.
33. This offer is irrevocable and open for acceptance by Manitoba up to 150 days from the date it is acknowledged by Manitoba, and, if not accepted by that time, this offer shall be null and void and the deposit shall, subject to paragraph 30, be returned to the Buyer without interest. This time frame may be extended with the written agreement of the Buyer.
34. The following additional Schedules apply to and form part of this offer:

Schedule "B" - Waiver

***Signature page to follow***

**IN WITNESS WHEREOF** the Buyer has signed this offer on the \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_

**SIGNED IN THE PRESENCE OF:**

\_\_\_\_\_  
Witness name:  
Address:  
Telephone #:

\_\_\_\_\_  
Buyer  
\_\_\_\_\_  
Name and Title, if the Buyer is a corporation

\_\_\_\_\_  
Witness name:  
Address:  
Telephone #:

\_\_\_\_\_  
Buyer  
\_\_\_\_\_  
Name and Title, if the Buyer is a corporation

\_\_\_\_\_  
**ACKNOWLEDGEMENT OF RECEIPT**

**Real Estate Services Branch**, on behalf of Manitoba, hereby acknowledges receipt of the above offer made by the Buyer, including receipt of the deposit in the amount of \$ \_\_\_\_\_ and confirms that it will recommend the offer for approval.

Date: \_\_\_\_\_  
\_\_\_\_\_  
Lavada Mussellam, Disposal and Acquisition Officer

**ACCEPTANCE**

Manitoba hereby accepts the above offer made by the Buyer and agrees with the Buyer to complete the sale subject to and on the terms and conditions in the offer.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

**HIS MAJESTY THE KING IN RIGHT OF  
THE PROVINCE OF MANITOBA, as represented  
by the Minister of Transportation and Infrastructure, or designate**

\_\_\_\_\_  
Russ Andrushuk, Assistant Deputy Minister  
Engineering & Operations  
(SEAL)

**SCHEDULE "A"**  
**EQUIPMENT, FURNITURE, TOOLS AND OTHER CHATTELS**

The following Chattels are included in the Purchase Price:

ALL

The following equipment, furniture, tools and other chattels are excluded:

NONE

Dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 2026

\_\_\_\_\_  
(Buyer's Signature)

\_\_\_\_\_  
(witness signature)

## SCHEDULE "B"

### WAIVER

1. The Buyer, in making this offer, agrees that it is buying the Property "as is, where is", including the existing **onsite wastewater management systems** (septic field) on the Property, and agrees to assume full responsibility for compliance with the all applicable legislation and standards in any way affecting the Property including, without limitation, the provisions of *The Environment Act* (Manitoba) and the Onsite Wastewater Management Systems Regulation thereto, being Regulation 83/2003, and any similar or other legislation that may be in effect as of the date of the transfer of title to the Property to the Buyer.
2. It is understood and agreed that Manitoba shall not be responsible for, nor shall it be obligated to reimburse the Buyer for, any fees, costs, charges, expenses, liabilities or damages of any nature or kind that may be incurred by the Buyer in any way relating to any **onsite wastewater management system** that may be located on the Property or any **wastewater collection system** that may be available, including (without limitation) any application fees and other costs incurred in connection with an application made to the director appointed under *The Environment Act* as contemplated in this Schedule.
3. The Buyer acknowledges that they are aware of the results of the **Phase I Environmental Site Assessment** that was conducted on the Property on or around December 16, 2024, and is aware that said assessment **detected the presence of mould**. The Buyer is aware that the mould was remediated, as verified by subsequent fungal assessment dated June 27, 2025, a copy of which assessment has been provided to the Buyer. The Buyer further acknowledges and agrees that Manitoba recommends that the Buyer have their own mould testing conducted (at their own expense) during the Inspection Period. If the Buyer elects to proceed with the purchase of the Property, the Buyer acknowledges that **the Buyer assumes any risks related to potential future mould contamination, and indemnifies Manitoba from any future claims for damages related to mould**.

**The Buyer agrees to indemnify and save harmless Manitoba and its Ministers, employees and agents from any and all losses, costs, liabilities, claims, damages and expenses arising out of the Buyer's performance of, or failure to perform, any of the obligations that the Buyer has agreed to assume responsibility for as set out above including, without limitation, any damages resulting from the reoccurrence of mould,, any fines or penalties, the cost of compliance with any court or governmental direction or order, and the costs of responding to, investigating and defending any claim, action, administrative action or order or charge, including the costs of consultants, experts and legal advisors, all on a full indemnity basis. This indemnification shall survive the closing of the transaction of purchase and sale contemplated in this offer.**

Dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 2026

\_\_\_\_\_  
(Buyer's Signature)

\_\_\_\_\_  
(witness signature)