**CUSHMAN & WAKEFIELD | STEVENSON**

**55 Donald Street, Suite 200**

**Winnipeg, MB R3C 1L8**

**OFFER TO PURCHASE**

**DATE: February 18, 2022**

**TO:** **THE ROMAN CATHOLIC ARCHIEPISCOPAL CORPORATION OF WINNIPEG**

**& THE TRUSTEES OF THE ROMAN CATHOLIC PARISH OF ST. PETER**

(the “Vendor”)

**FROM: PURCHASER ENTITY** (the “Purchaser”)

The Purchaser hereby offers and agrees to purchase through CW Stevenson Inc. operating as Cushman & Wakefield | Stevenson as agent for the Vendor (the “Vendor’s Broker”), the land and premises located at 748 Keewatin Street in the City of Winnipeg in the Province of Manitoba and legally described as:

SP LOT 3 PLAN 24560 WLTO

IN SW 1/4 24-11-2 EPM

(the “Property”)

on the following terms and conditions:

# **Purchase Price**. The purchase price shall be PURCHASE PRICE IN WORDS ($X,XXX,000.00) (the “Purchase Price”) payable as follows:

|  |  |  |
| --- | --- | --- |
| 1. | An initial deposit payable by cheque to the Vendor’s Broker and delivered within five (5) business days following acceptance of this Offer; | $X,XXX,000.00 |
|  | A further deposit payable by cheque to the Vendor’s Broker and delivered five (5) business days after the date on which all of the Purchaser’s conditions and Vendor’s conditions, if any, have been either satisfied or waived;  | $X,XXX,000.00 |
|  | A further payment plus or minus adjustments (payable by solicitor's trust cheque or by certified cheque) to the Vendor’s solicitor on or before the Closing Date (as hereinafter defined) or by the proceeds of a new first mortgage (the allocation between cash and the new first mortgage to be in the Purchaser’s discretion). | $X,XXX,000.00 |
|  | Total Purchase Price | $X,XXX,000.00 |

If any part of the Purchase Price is paid by the proceeds of a new mortgage to be arranged by the Purchaser, the payment of such part may be delayed by the time reasonably necessary for registration of the mortgage in the Land Titles Office and for the registration to be reported to the mortgagee, and such part of the Purchase Price shall bear interest payable to the Vendor at the same rate as the new mortgage being arranged by the Purchaser from the Closing Date (as hereinafter defined) until paid.

# **Deposit.**

## The monies paid to the Vendor’s Broker pursuant to Section 1 (the “Deposit”) shall be deposited, after acceptance of this Offer, in the trust account for the Vendor’s Broker with interest accruing to the account of the Purchaser from the date of the deposit until the earlier of the Closing Date or the time the Deposit is returned to the Purchaser if the Deposit is returned in accordance with the terms of this Offer. Upon the closing of this transaction the Deposit shall be paid over to the Vendor as part of the Purchase Price when the Vendor has carried out its obligations under this Offer, and any interest earned on the Deposit that has accrued to the account of the Purchaser shall be paid to the Purchaser.

## The Deposit (together with interest earned thereon) shall be fully refundable to the Purchaser in the event of a termination of this Offer for failure to satisfy or waive the Purchaser’s conditions or the Vendor’s conditions. After satisfaction or waiver of all of the Purchaser’s conditions and the Vendor’s conditions, the Deposit shall be non-refundable to the Purchaser and, if the Purchaser fails to complete the purchase on the Closing Date, shall be payable to the Vendor together with interest earned thereon, as liquidated damages and without prejudice to any claim that the Vendor may have as a result of such default by the Purchaser, unless the transaction is not completed as a result of a default by the Vendor.

## If the transaction is not completed as a result of a default by the Vendor, the full amount of the Deposit, together with all interest earned thereon, shall be forthwith refunded to the Purchaser, without prejudice to any claim that the Purchaser may have as a result of such default by the Vendor.

# **Property Included in Purchase Price.** The Purchase Price shall include all buildings, structures, erections, fencing, improvements, appurtenances and fixtures situated in or upon the land forming part of the Property, if any, and all systems, machinery and equipment used or intended to be used in connection with the operation and maintenance thereof, if any (the “Building”), including, but not limited to, all electrical fixtures, panels and switch boxes, heating fixtures and equipment, air conditioning units and equipment, plumbing and bathroom fixtures as installed, doors, window blinds, partitions, power wiring and installations, pumps and compressors, washers, dryers, dishwashers, refrigerators, stoves and other household appliances (the “Equipment”) which are now situate on the land forming part of the Property, if any, all of which are to be free and clear of all liens, charges, encumbrances and security interests (excepting however all existing tenants' fixtures now upon the land forming part of the Property and belonging to any tenant at present occupying the land forming part of the Property are not to be included in the Purchase Price). For clarification, wherever the term Property is used herein it includes the Property, the Building, and the Equipment. Notwithstanding anything to the contrary herein, all items listed in Schedule “A” attached hereto shall be removed by the Vendor prior to the Closing Date and shall not be included in the purchase of the Property.

# **Alternate Apportionment of Purchase Price.**  The Purchaser and the Vendor shall, both acting reasonably, determine an agreed upon apportionment of the Purchase Price amongst the various asset classes by no later than the date that the last of the Purchaser’s conditions is satisfied or waived, and if they are unable to reach such determination each shall be permitted to designate their own apportionment independent of the other.

# **Closing and Possession.** This transaction of purchase and sale shall be completed on the date that is thirty (30) days after the satisfaction or waiver of all of the Purchaser conditions in Section 7 (b)-(h) (the “Closing Date”) which shall be the date on which vacant possession of the Property is to be given to the Purchaser.

# **Adjustments.** All realty taxes, security deposits, rentals, mortgage interest, or any mortgage being assumed, charges under any maintenance or other contract assumed by the Purchaser and any other item normally adjusted for in a transaction of this nature shall be adjusted for proportionately on the Closing Date, with the Closing Date to be for the account of the Purchaser. Provided that any rents or other amounts due from tenants for the month in which the Closing Date falls which have not been received by the Closing Date shall be prorated to the Closing Date as and when received by the Purchaser, and the Purchaser shall remit to the Vendor the Vendor’s pro rata share of such amounts upon determination. The Purchaser shall use its reasonable commercial efforts to collect any such amounts. All delinquent rents or other amounts due from any tenants other than for the month in which the Closing Date falls shall be applied by the Purchaser to then current delinquencies and the balance, if any, shall be paid to the Vendor to be applied to delinquencies attributable to the period before the Closing Date. Provided further that if any adjustment cannot be accurately determined at the Closing Date, the parties shall make further adjustments on a post-closing basis as may be necessary to reflect the provisions hereof, as soon as the amounts in question have been finalized and determined but, in any case, not later than six (6) months from the Closing Date. The Purchaser shall be responsible for land transfer tax, if any, payable in connection with the registration of the transfer of the title to the Property.

# **Purchaser’s Conditions.** This Offer shall be subject to the following conditions for the benefit of the Purchaser and shall be terminated unless these conditions are satisfied or waived by the time set out herein for completion:

## The representations and warranties of the Vendor contained herein shall be true and correct as at the Closing Date, with the same force and effect as if such representations and warranties were made at and as of such time, and all of the terms, covenants and conditions of this Offer to be complied with by the Vendor shall have been complied with in all material respects;

## The Vendor shall deliver to the Purchaser within five (5) business days of the acceptance of this Offer copies of any and all agreements and encumbrances affecting the Property which are not otherwise on file at the Land Titles Office such as (but not limited to) easements, common use agreements, parking right agreements, shared services agreements, maintenance agreements and/or contracts and any other agreements affecting the Property. The Purchaser shall then have NUMBER (XX) calendar days from the acceptance of the Offer to review and approve same;

## The Vendor shall deliver to the Purchaser within five (5) business days of the acceptance of this Offer any structural, mechanical and electrical drawings, roof reports, environmental reports, mechanical reports, surveyor’s certificate, building location certificate, zoning memorandum, current realty tax assessments and property tax bills, if applicable and in the possession of the Vendor. The Purchaser shall then have NUMBER (XX) calendar days from the acceptance of the Offer to review and approve same;

## The Purchaser shall have NUMBER (XX) calendar days following acceptance of this Offer to review and approve the title to the Property and ascertain that the Property and its uses, included proposed uses, complies or will comply with all building, zoning and use restrictions affecting the Property;

## The Purchaser shall have NUMBER (XX) calendar days following acceptance of this Offer to obtain an environmental assessment of the Property satisfactory to the Purchaser in its sole discretion;

## The Purchaser shall have NUMBER (XX) calendar days following acceptance of this Offer to satisfy itself with respect to the condition of the Building including, but not limited to, all mechanical, electrical, heating and air conditioning equipment as well as the roof and structural condition of the Building;

## The Purchaser shall have NUMBER (XX) calendar days following acceptance of this Offer to be satisfied with the economic feasibility of the transaction contemplated herein, including the receipt of a commitment for mortgage and/or equity financing and/or commitments to lease, on terms and conditions that are satisfactory to the Purchaser, in its sole discretion;

## The Purchaser shall have NUMBER (XX) calendar days following acceptance of this Offer to be satisfied that it can obtain all required planning approvals, such as development agreements, building permits and other obligations of the City of Winnipeg, and any required zoning or rezoning for the Purchaser’s intended use, on terms and conditions that are satisfactory to the Purchaser, in its sole discretion; and

## The Purchaser shall have ten (10) business days from the acceptance of the Offer to obtain its lawyer’s approval of this Offer as to form and content.

# **Vendor’s Conditions.** This Offer shall be subject to the following conditions for the benefit of the Vendor and shall be terminated unless these conditions are satisfied or waived by the time set out herein for completion:

## The Vendor shall have ten (10) business days from the acceptance of the Offer to obtain its lawyer’s approval of this Offer as to form and content.

# **Satisfaction of Conditions.** The foregoing conditions contained in the preceding two sections are conditions inserted herein exclusively for the benefit of the Purchaser (or Vendor as the case may be), as conditions precedent to the Purchaser’s obligation (or the Vendor’s obligation as the case may be) to complete the purchase (or the sale as the case may be), and if not satisfied by the time each such condition is due, any one or more of the Purchaser’s conditions may be waived by the Purchaser at any time prior to the time it is due and any one or more of the Vendor’s conditions may be waived by the Vendor at any time prior to the time it is due; and once satisfied or waived this Offer shall be amended to delete them ipso facto accordingly. If any such condition shall not be satisfied or waived by the party for whose benefit it has been included on or before the date by which the condition is due, the agreement resulting from the acceptance of this Offer shall be at an end whereupon the Deposit shall be dealt with in accordance with Section 2. Notice of satisfaction or waiver shall be delivered in writing to the Vendor or the Vendor’s broker in the case of the Purchaser, and to the Purchaser or the Purchaser’s broker, if any, in the case of the Vendor.

# **Determinable Fee Simple Title.**

# (a) The Purchaser hereby agrees that, so long as and during the period of time in which it owns the Property or for a period of twenty-one (21) years after the Closing Date, the Property shall be used only for the following purposes:

# (i) as residential premises or a residential complex or residential or commercial development, with associated amenities, not contrary to the Catholic faith; and/or

# (ii) as a place of worship, religious celebration or other like practice, consistent with doctrines of the Catholic faith.

# (b) The Purchaser and the Vendor agree that the Property is being transferred as a determinable fee simple, pursuant to the conditions in section 10(a), such that should any of the conditions in section 10(a) be breached, the interest in the Property shall automatically revert to the Vendor, and the Purchaser and any subsequent title holder shall accordingly, if required, provide the Vendor with a registrable Transfer of Land for the Property, free of all liens and encumbrances, and all other documents in connection with such transfer as required by the Vendor, acting reasonably, and the Purchaser hereby agrees that the Vendor is entitled to register this agreement as a determinable fee simple on the Property.

# (c) The Purchaser and the Vendor agree that the Vendor shall file a caveat against the Property evidencing the rights and obligations set out in this section 10.

# (d) The Purchaser and the Vendor agree that the provisions of this section 10 shall survive the Closing Date, and that the provisions of this section 10 shall not merge on the closing of the transaction.

# **Purchaser’s Covenant.** The Purchaser makes the following covenants to the Vendor:

## To pay the Purchase Price on the Closing Date in the manner specified herein and to otherwise observe, perform and comply with the terms and conditions contained herein which are the responsibility of the Purchaser.

# **Vendor’s Representations, Warranties and Covenants.** The Vendor represents, warrants and covenants with the Purchaser that:

## There is not now and will not at the Closing Date be:

### (i) Any agreement, right or option for the purchase of the Property other than the agreement resulting from an acceptance of this Offer;

### (ii) Any lease, right-of-way or other easement howsoever created upon, over or in respect of the Property except for any now registered against the title to the Property, if any, which the Purchaser shall assume; and

### (iii) Any other encumbrance, lien, charge or registration in respect of the Property except for any development, zoning or building restriction agreements now registered against the title to the Property, if any, which the Purchaser shall assume, and except for the Vendor’s financing charges, if any, which shall be discharged by the Vendor from the sale proceeds.

## The Vendor has no notice of or knowledge of any development, zoning or building restrictions or covenants in respect of the Property, other than those registered against the Property, which are in any way adverse to its interest therein.

## The Vendor is not now and will not at the Closing Date be a non-resident of Canada as defined by the *Income Tax Act* (Canada).

## To the best of the Vendor’s knowledge:

### the Vendor is not in violation of any applicable Federal, Provincial, Municipal or other governmental laws, regulations, orders or approvals relating to any environmental matters concerning the Property;

### there are no pending or outstanding orders or directives of which the Vendor has received notice relating to the Property (including without limitation with respect to any environmental matters) requiring any work, repairs, construction or capital expenditures with respect to the Property and/or the conduct of any business relating thereto;

### there are no writs, injunctions, orders or judgments outstanding, statements of claim or lawsuits, other claims, pending litigation orders, proceedings or investigations pending or threatened and no claims which would result in litigation (including without limitation any action pending or threatened by an adjacent land owner relating to the use of the Property by the Vendor) with respect to the ownership, use, maintenance or operation of the Property;

### no notices of violation of any of the matters referred to in subparagraphs (i) to (iii) inclusive relating to the Property or the use of the Property have been received by the Vendor; and

### there are no pending or threatened special assessments, local improvement levies, development charges or any other governmental assessments pertaining to the Property.

## At the Closing Date all accounts for work, labour and materials with respect to the Property shall have been fully paid and the time for filing liens pursuant to *The Builders’ Liens Act* (Manitoba) shall have expired without any liens having been filed.

## There are no service or maintenance contracts or any other contracts relating to the Property to which the Vendor is a party other than those which will be terminated by the Vendor on or before the Closing Date.

## The Vendor has not received any complaint, order or direction from any competent authority concerning the use of or condition of the Property under any applicable statute, law, by-law, regulation or ordinance affecting the use and occupation of or condition of same, other that any complaint, order or direction complied with by the Vendor.

## As of the Closing Date, all municipal taxes, rates, levies and assessments due with respect to the Property and improvements thereon will have been paid in full by the Vendor and there will be no charges in respect of the Property except as currently set out as a charge on the annual real property tax statements applicable to the Property which the Purchaser shall assume.

## The Vendor is the sole registered and beneficial owner of the Property.

## The Vendor has provided to the Purchaser, or will have provided to the Purchaser no later than the dates set forth in Sections 7(b) and (c), all of the material documents relating to the Property set forth in Sections 7(b) and (c).

## The representations and warranties contained in this Offer shall not merge, be extinguished or come to an end upon the closing of the transactions contemplated hereby, but rather shall survive the closing for one hundred and eighty (180) days after the Closing Date, and thereafter shall be of no further force or effect, except to the extent the Purchaser gives the Vendor notice in writing of a breach prior to the expiry of such survival period.

#  **Limited Representation Being Made by the Vendor.** The Purchaser agrees to accept the Property on the Closing Date as it exists as of the date of this Offer provided the Vendor has complied with its obligations hereunder and subject to the foregoing representations and warranties. The Purchaser acknowledges and agrees that the Vendor has not made, does not make and shall not be required to provide any warranty or representation with respect to the condition of the Property, environmental or otherwise, or with respect to any other matter except as specifically set out herein. The Vendor shall have no other liability or obligation with respect to the value, state or condition of the Property, any deficiencies therein or any work required thereto, environmental or otherwise and will have no obligations or responsibility to the Purchaser after closing with respect to any matter related to the Property unless set out herein. The Purchaser has relied and will continue to rely entirely and solely upon its own inspections and investigations with respect to the Property, subject to the representations and warranties of the Vendor expressly set out herein.

#  **Return of Information.** The Purchaser acknowledges that all information, written or oral, obtained by the Purchaser from the Vendor or the Vendor’s Broker or any of the Vendor’s directors, officers, employees, professional consultants or advisors with respect to the Property has been obtained from such person for the convenience of the Purchaser and is not warranted to be accurate or complete and does not form part of the terms of this Offer. If the transaction contemplated pursuant to this Offer is not completed for any reason, then the Purchaser shall promptly return to the Vendor all documents, and copies thereof, delivered to the Purchaser by the Vendor.

#  **Risk.** The Property, including the Building and the Equipment, shall be and remain at the risk of the Vendor until the closing of this transaction on the Closing Date.

#  **Damage.** In the event of damage to the Property, howsoever occasioned, which shall effectively render the Property substantially less fit for use or occupancy than was the case at the time of the making of this Offer and which cannot reasonably be repaired by the Closing Date to the state and condition it was in at the time of making this Offer, the Vendor shall forthwith provide the Purchaser with a copy of the Vendor’s insurance policy and the Purchaser may at its sole option elect to: (a) have paid to it the proceeds of any insurance payable with respect to the damage or to assume the benefit of the Vendor’s insurance policy, and to complete the purchase; or (b) cancel this transaction and thereupon have the Deposit including interest earned thereon returned to the Purchaser without interest or penalty whereupon this Offer shall be terminated.

# **Conduct to Closing.** Pending completion of the sale, the Vendor will not encumber the Property or negotiate or complete any new lease or renewals of existing leases with respect to the Property, except with the express written consent of the Purchaser; will maintain the Property in its present state except for normal wear and tear; will hold all insurance policies in good standing and the proceeds thereof in trust for the parties as their interests may appear; will maintain in good standing all service, maintenance and management contracts and other contracts or agreements of similar nature relating to the Property; and will ensure that all warranties respecting the Building or the Equipment are maintained in good standing to the Closing Date.

#  **Vendor’s Closing Deliveries.** On or before the Closing Date, the Vendor shall deliver or cause to be delivered to the Purchaser the following:

## Statement of Adjustments, to be provided to the Purchaser no later than three (3) business days before the Closing Date.

## Evidence of payment of any charges under maintenance or other contracts with respect to the operation of the Property required to be paid by the Vendor to the Closing Date and all such other items as the parties hereto may mutually agree upon.

## Transfer of title to the Property in registerable form in favour of the Purchaser subject only to those encumbrances which the Purchaser agrees to or is required to assume as set out herein.

## All contracts, agreements and warranties which the Vendor may have in relation to the Property which the Purchaser is assuming and assignments thereof.

## An undertaking that all charges in relation to the operation of any Building or Equipment have been paid, will be paid or have been properly allowed for.

## A Declaration as to Possession in standard form and content satisfactory to the Purchaser, acting reasonably, evidencing, *inter alia*, that the Vendor is not a non-resident of Canada within the meaning of Section 116 of the *Income Tax Act* (Canada) or, if the Vendor is a non-resident of Canada, a notice to the Purchaser that it must withhold and pay a portion of the Purchase Price to Canada Revenue Agency unless the Vendor is able to provide a clearance certificate issued by Canada Revenue Agency stating that no tax is payable as a result of the sale of the Property.

## All access keys, codes and devices to the Building.

## A certificate of the Vendor or an officer of the Vendor confirming that the representations and warranties contained in the section above entitled Vendor’s Representations, Warranties and Covenants are true and correct as at the Closing Date with the same force and effect as if each of such representations and warranties were made at and as of the Closing Date.

## A mutual undertaking to readjust for any items not determinable on the Closing Date as contemplated by the adjustment provisions contained herein.

#  **Purchaser’s Closing Deliveries.** On or before the Closing Date, the Purchaser shall deliver or cause to be delivered to the Vendor the following:

## A solicitor’s trust cheque, bank draft or certified cheque payable to the Vendor’s lawyer for the balance of the Purchase Price, subject to the adjustments provided for herein or, if part of the Purchase Price is being paid by way of the proceeds of a mortgage arranged by the Purchaser as set out herein, for the difference between the outstanding balance of the Purchase Price and the expected net proceeds of the Purchaser’s new mortgage;

## A mutual undertaking to readjust for any items not determined on the Closing Date as contemplated by the adjustment provisions contained herein;

## A declaration and indemnity regarding registration of the Purchaser for the purposes of goods and services tax (“GST”) if required pursuant to the Goods and Services provisions contained herein.

#  **Goods and Services Tax.** With respect to any GST payable pursuant to the Excise Tax Act (Canada) (the “Act”) as a result of this transaction, the parties agree as follows:

## subject to subsection (b) below, the Purchaser shall pay to the Vendor on the Closing Date by certified or solicitor’s trust cheque all GST payable as a result of this transaction in accordance with the Act, and the Vendor shall remit such GST to the Receiver General for Canada when and to the extent required by the Act;

## notwithstanding subsection (a), the Vendor shall not collect GST from the Purchaser in this transaction if the Purchaser or its legal designee is registered under the Act on the Closing Date and provides a statutory declaration confirming its registration and registration number, in which case the Purchaser or its legal designee shall self-assess and file returns and remit GST as it pertains to this transaction when and to the extent required by the Act;

## the Purchaser hereby agrees to indemnify and hold the Vendor harmless from any liability of the Vendor under the Act arising because of a breach of the obligations of the Purchaser set out in this section together with all loss, costs and expenses resulting from such breach; and

## the provisions of this section shall survive the closing of this transaction.

#  **Access to Property.**

## From and after the date of acceptance of this Offer, the Purchaser, its consultants and employees shall, subject to the rights of any existing tenants of the Property, have reasonable access to the Property upon reasonable prior notice to the Vendor, at the Purchaser’s sole risk and expense for the purpose of making any of the Purchaser’s inspections, including without limitation physical and structural inspections, tests and environmental audits. Such access shall be in the company of a representative of the Vendor if requested by, and reasonably accommodated by, the Vendor.

## The Purchaser hereby indemnifies the Vendor against any and all damage to the Property, and any claims made against the Vendor, directly or indirectly, arising out of such access and inspections by the Purchaser, its consultants or employees. The Purchaser shall repair forthwith any damage to the Property arising from such access and inspections at the Purchaser’s expense.

## The Purchaser shall be permitted to conduct inspections of records held by government departments concerning the Property, at its sole cost and expense, as part of its due diligence inquiries.

#  **Confidentiality.** The Purchaser shall keep in strict confidence all non-public confidential information of the Vendor obtained with respect to the Property until such time as the closing herein is completed. The Purchaser agrees to instruct its agents, advisers and consultants to comply with the provisions of this section. The Purchaser shall also keep in confidence all such information and all discussions between the Vendor and the Purchaser with respect to the Property in connection with the review by the Purchaser of the Property except that nothing herein contained shall restrict or prohibit the Purchaser from disclosing confidential information in or in connection with any legal proceeding arising out of this Offer to which the Purchaser is a party or to the extent necessary to satisfy the Purchaser’s Conditions in Section 7 hereof.

# **Nomination.** The Purchaser shall have the right to nominate in writing any person, firm or corporation, including a limited company to be hereinafter incorporated, to take title to the Property in its place and stead; and in such event each and every one of the Purchaser's obligations and covenants herein contained shall be assumed and discharged by such nominee, provided however the Purchaser shall not be released from the obligation of the Purchaser under this Offer until all of the Purchaser's obligations as set out herein are fully completed and discharged by the Purchaser and/or the said nominee as the case may be.

# **Time.** Time shall in all respects be of the essence hereof.

# **Further Assurances.**  Each of the Vendor and Purchaser shall from time to time at the request of the other execute and deliver all such documents, and do all such acts and things as the other acting reasonably may from time to time request be executed or done in order to better evidence or perfect or give effect to any provision of the agreement formed by acceptance of this Offer or any of the respective obligations intended to be created hereby.

# **Governing Law.** This Offer shall be governed by and construed in accordance with the laws of Manitoba and the laws of Canada applicable herein.

# **Entire Agreement.** This Offer constitutes the entire agreement between the parties with respect to all of the matters herein and its execution has not been induced by, nor do either of the parties hereto rely upon or regard as material, any representations or writings whatsoever made by or on behalf of either of the parties or their respective agents not expressly incorporated herein in writing.

# **Headings.** The insertion of headings in this Offer are for convenience of reference only and shall not be considered in or affect its interpretation or construction.

# **Gender and Enurement.** This Offer and its acceptance is to be read with all changes of gender or number required by the context, and this Offer shall enure to and be binding upon the heirs, executors, administrators and assigns of the parties to it.

# **Notices.** Any notice required or permitted to be given under this Offer may be sufficiently given by personal delivery, by sending the same by prepaid registered mail (with acknowledgement of receipt requested) addressed to the party to whom it is being given or by transmission via electronic facsimile or e-mail to the parties hereto as follows:

 to the Purchaser:

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Attention:

 Fax:

 Email:

 and to the Purchaser's Solicitor:

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Attention:

 Fax:

 Email:

 to the Vendor:

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Attention:

 Fax:

 Email:

 and the Vendor's Solicitor:

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Attention:

 Fax:

 Email:

Any notice or other document so mailed shall be deemed to have been received (3) days following the date of mailing, or in the case of facsimile or e-mail, the later of 9:00 a.m. (local time) on the first business day following delivery or eight (8) hours after its transmissions by facsimile or electronic mail facilities. In the event of interruption of mail services through strike or similar reasons, all notices or delivery must be made by personal delivery, electronic facsimile transmission or e-mail.

# **Agency Disclosure.** The parties acknowledge and agree that CW Stevenson Inc. represents the Vendor but shall provide market knowledge and advice to the Purchaser.

#  **Acceptance and Application of Deposit.** The Vendor shall have until 4:00 p.m. CST on the day that is five (5) business days from the date of the Purchaser’s signature below to accept this Offer, after which the Offer will be null and void and the Deposit, if any, returned to the Purchaser.

# Dated by the Purchaser this \_\_\_\_\_ day of February, 2022

 **PURCHASER**

 **PURCHASER ENTITY**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ PER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

witness signature (I have the authority to bind the corporation)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

print name print name

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 title

**ACCEPTANCE**

The Vendor hereby accepts the above offer and agrees to and with the Purchaser to duly complete the sale of the Property on the terms and conditions contained herein and to observe and perform the covenants and undertakings herein set out. The Vendor also agrees to pay to the Vendor’s Broker a real estate commission amounting to 3% of the total Purchase Price as set out herein plus applicable GST and directs and authorizes the Vendor’s Broker to retain and apply the Deposit being held by it pursuant to this Offer or so much thereof as is required to pay the said commission as and when such Deposit becomes properly payable to the Vendor. The undersigned hereby further irrevocably assigns to the Vendor’s Broker from the sale proceeds for the sale of the Property the amount of any unpaid commission owing to the Vendor’s Broker, and directs and authorizes the Vendor’s solicitor to promptly pay from the sale proceeds any unpaid commission which is due and payable.

# Dated by the Vendor this \_\_\_\_\_ day of February, 2022

 **VENDOR**

 **THE ROMAN CATHOLIC ARCHIEPISCOPAL**

 **CORPORATION OF WINNIPEG**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ PER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

witness signature (I have the authority to bind the corporation)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

print name print name

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Title

 **VENDOR**

 **THE TRUSTEES OF THE ROMAN CATHOLIC**

 **PARISH OF ST. PETER**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ PER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

witness signature (I have the authority to bind the corporation)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

print name print name

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Title

**SCHEDULE “A”**

**EXCLUDED ITEMS FROM PURCHASE – TO BE REMOVED BY VENDOR PRIOR TO THE CLOSING DATE**

