

WESTRIKE RESOURCES LTD.

REVELSTOKE, B.C.

BID PACKAGE

MARCH 10, 2022

**D. MANNING & ASSOCIATES INC.
COURT-APPOINTED RECEIVER AND MANAGER OF ALL OF THE ASSETS, UNDERTAKINGS AND
PROPERTY OF WESTRIKE RESOURCES LTD.**

SUITE 520 - 625 HOWE STREET
VANCOUVER, B.C., CANADA V6C 2T6

Tel: (604) 683-8030, Fax: (604) 683-8327

www.manning-trustee.com

1. Background

D. Manning & Associates Inc., in its capacity as Court-Appointed Receiver (“the Receiver”) of all of the Assets, Undertakings and Property of Westrike Resources Ltd. (“the Company”), is inviting offers to purchase its right, title and interest in the Assets of the Company.

The Company is the operator of a placer gold mine located in French Creek, British Columbia (“the French Creek Mine” or “the Mine”), north of Revelstoke, B.C.

D. Manning & Associates Inc. is soliciting offers for the purchase of the Assets. Form of Offers should be submitted to the Receiver on or before **4:00 p.m. Pacific Time, on Thursday, April 7, 2022**, using the Form of Offer and Terms and Conditions of Sale which is attached as **Appendix D**.

All offers are subject to the approval of the Court. The highest, or any offer, will not necessarily be accepted. The Receiver reserves the right to enter into a sales agreement with a prospective purchaser subsequent to the deadline for submission of offers as outlined above.

Attached are the following appendices:

- Appendix A List of Assets for Sale
- Appendix B Excluded Assets
- Appendix C Confidentiality Agreement
- Appendix D Form of Offer and Contract of Purchase and Sale

2. Terms and Conditions of Sale

Interested parties must first complete the Confidentiality Agreement included as **Appendix C** and send it to the Receiver at (alex.ng@manning-trustee.com). The Receiver will then send information on the assets for sale to the interested party.

Interested parties are welcome to submit offers to purchase the right, title and interest of the Receiver in and to the Assets using the Form of Offer included as **Appendix D**. Form of Offers for the Receiver’s right, title and interest in and to the Assets should be submitted to the office of D. Manning & Associates Inc., marked to the attention of Alex E.H. Ng, to be physically received at the Receiver’s office on or before **4:00 p.m. Pacific Time, on April 7, 2022**, together with a deposit of no less than **\$500,000.00** by way of certified cheque, money order, wire transfer or other

guaranteed funds made payable to "D. Manning & Associates Inc., in trust". Only offers submitted using the Form of Offer form attached as **Appendix D** will be accepted.

All offers are subject to the approval of the Supreme Court of British Columbia. The Receiver is not obligated to recommend the highest, or any, offer. The Receiver reserves the right to enter into a sales agreement with a prospective purchaser subsequent to the deadline for submission of offers as outlined above.

All offers submitted will be considered firm offers that cannot be revoked. If an offer is accepted and approved by the Court, the deposit will be applied against the purchase price. The successful Offeror must complete the purchase within ten (10) business days following the date of Court approval of the offer or such other date as agreed between the Receiver and the Offeror. If an offer is accepted and is subsequently withdrawn or the Offeror fails to complete the purchase, including payment by certified cheque, bank draft or wire transfer of the balance of the purchase price including all applicable taxes, the deposit will be forfeited as liquidated damages and D. Manning & Associates Inc. will be at liberty to sell the assets to the next highest Offeror or any other party or Offeror, subject to Court approval. If an offer is accepted, the deposit will be applied against the purchase price, and all other deposits will be returned to the unsuccessful offerors.

Where applicable, Goods and Services Tax ("**GST**") and any other applicable taxes or transfer fees will be borne by the purchaser. The Assets are being sold on an "as is, where is" basis with no representations or warranties provided by the Receiver whatsoever.

D. Manning & Associates Inc. has prepared this information package solely for parties expressing an interest in the Assets. The information contained in the package is subject to change, and may not have been verified by D. Manning & Associates Inc., which does not accept responsibility for the information package's completeness or accuracy, or for any loss arising from its use. Further, D. Manning & Associates Inc. makes no warranty, condition or representation, expressed or implied, as to description, classification, quality, quantity, condition or value of the Assets. Interested parties acknowledge that they are relying on their own inspection, decision and interpretation of data.

3. Viewing of Assets

The majority of the assets are located at the French Creek Mine north of Revelstoke, B.C. Other assets are located in a fenced yard in Revelstoke or on a third party's property near Revelstoke. Any party wishing to view the Assets should advise the Receiver in advance of their intentions. Arrangements to view the Property must be made through Mr. Alex E.H. Ng, (604) 683-8030 (e-mail alex.ng@manning-trustee.com) and must be preceded by the completion and submission of a Confidentiality Agreement (**Appendix C**).

WESTRIKE RESOURCES LTD.

APPENDIX A

LIST OF ASSETS FOR SALE

Further information and a link to a drop box regarding the assets for sale by the Receiver of Westrike Resources Ltd. will be sent by e-mail upon receipt of a completed Confidentiality Agreement (**Appendix C**), sent to (alex.ng@manning-trustee.com).

WESTRIKE RESOURCES LTD.

APPENDIX B

LIST OF EXCLUDED ASSETS

- 1) Cash and bank accounts
- 2) Accounts Receivable
- 3) Tax refunds
- 4) Any other assets not specifically listed in Appendix A

WESTRIKE RESOURCES LTD.

APPENDIX C

CONFIDENTIALITY AGREEMENT

CONFIDENTIALITY AGREEMENT

To: D. Manning & Associates Inc. in its capacity as Court Appointed Receiver and Manager in respect of all of the assets, undertakings and property of WESTRIKE RESOURCES LTD., and not in its personal capacity ("**the Receiver**")

From: _____ ("**the Recipient**")

Re: WESTRIKE RESOURCES LTD. ("**the Company**")

The undersigned ("**the Recipient**") hereby acknowledges and agrees as follows:

1. The Receiver agrees to provide the Recipient with Confidential Information of the Company for the exclusive purpose of the Recipient being able to evaluate and negotiate the Form of Offer and Terms and Conditions of Sale.
2. Confidential Information means all information and data that the Receiver discloses to the Recipient or that the Recipient learns of relating to the Company or its business or assets, including inventions, methods, techniques, business plans, marketing and commercial strategies, pricing, concepts, data, know-how, customers, suppliers, products or services and all information belonging to third parties in respect of which the Company owes any obligation of confidentiality, whether or not any of the foregoing information is identified as being confidential ("**the Confidential Information**"). Confidential information does not include information which the Recipient can prove that: (a) is or becomes generally known to the public through no fault of the Recipient, or (b) the Recipient lawfully knew or possessed before learning of it from the Company or (c) is disclosed lawfully to the Recipient by a third party who has no obligation of confidentiality with respect to the disclosed information.
3. The Recipient shall not directly or indirectly disclose the Confidential Information or that any discussions are taking place, to any person, firm, corporation, partnership, association or other entity, except as hereinafter provided or otherwise required by law. The Recipient shall take conscientious precautions to preserve and protect such Confidential Information in the Recipient's possession or control from being discovered, used or copied by third parties, which must be no less conscientious than those that the Recipient, or a reasonable person in the Recipient's circumstance, would take to protect their own confidential information.
4. The Recipient acknowledges that the Recipient will treat all Confidential Information as confidential or proprietary to the Company and the Recipient has no ownership or other right, title or interest in or to any of the Confidential Information.

5. The Recipient shall be permitted to disclose the Confidential Information to consultants, directors, officers, employees and agents of the Recipient (each a “Recipient Representative”) as needed for the evaluation thereof provided that each are notified of the obligations contained herein and assured, and the Recipient remains fully responsible to the Receiver for any breach of this Confidentiality.
6. The Recipient’s right to receive information hereunder may be terminated by the Receiver at any time upon written notice to the Recipient whereupon the Recipient shall remit and surrender or destroy, without any cost to the Receiver, the Confidential Information, and all notes and writings in respect thereof, which the Recipient, its consultants, directors, officers, employees and agents may have in their possession at that time.
7. The Recipient acknowledges that the Receiver makes no representations or warranties, expressed or implied, as to the accuracy, completeness or otherwise of the Confidential Information and that the Receiver shall have no liability whatsoever, direct or indirect resulting from the use of such Confidential Information.
8. The Recipient hereby agrees to indemnify the Receiver against any damages, liability or expense (including legal fees and disbursements) caused to the Receiver, and arising from any breach by the Recipient or a Recipient Representative of its obligations under the terms of this Agreement.
9. The Recipient acknowledges and agrees that in the event of any breach of this Agreement, the Receiver may suffer irreparable harm which cannot be compensated by damages and shall, in addition to any and all remedies available at law, be entitled to seek equitable relief, including injunction and specific performance. The Recipient also agrees to reimburse the Receiver for all costs and expenses, of the legal fees (on a full indemnity or solicitor and own client basis) incurred by the Receiver in enforcing the obligations of the Recipient hereunder, including any costs that a court awards to the Recipient.
10. Nothing in this Agreement obligates either party to make a commitment to the other party regarding the Form of Offer and Terms and Conditions of Sale.
11. The Recipient acknowledges and agrees that it has had the opportunity to obtain independent legal advice as to the terms and conditions of this Agreement and has either received same or expressly waived its right to do so.
12. The Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.
13. This Agreement shall not be assigned without the prior written consent of the parties hereto.

14. If any provision of this Agreement shall be held invalid or unenforceable, such invalidity or unenforceability shall attach only to such provision and shall not in any manner affect or render invalid or unenforceable such provision in any other jurisdiction or any other provision of this Agreement in any jurisdiction.

15. This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, legal personal representatives, successors and permitted assigns.

Dated at _____ this _____ day of _____, 2022.

(Recipient Signature)

(Witness)

Name _____

Company _____

Address _____

Telephone _____

Fax _____

E-mail _____

WESTRIKE RESOURCES LTD.

APPENDIX D

FORM OF OFFER AND CONTRACT OF PURCHASE AND SALE

Introduction

This sealed bid package (the “**Bid Package**”) has been prepared by D. Manning & Associates Inc., in its capacity as Receiver (the “**Receiver**”) of all of the assets, undertakings and property of Westrike Resources Ltd. (the “**Company**”). The Receiver is conducting a sale of certain of the Company’s assets and equipment through a sales and marketing process (the “**Sealed Bid Process**”) that will be subject to court approval.

Disclaimer

The information contained herein, which is subject to change, has been prepared to assist parties in evaluating the property belonging to the Company and does not purport to contain all of the information that may be required in order to pursue a transaction. The Receiver has not independently verified any of the information contained herein. This Bid Package includes certain schedules, notes, and assumptions with respect to the property of the Company. These schedules, notes, and assumptions may or may not prove to be correct.

Neither the Receiver nor the Company accepts responsibility for the completeness or accuracy of any of the information contained in this Bid Package, or for any loss arising from its use. Further, neither the Receiver nor the Company provide any warranty or representation, expressed or implied, as to the description, classification, quality, quantity, condition, or value of the property. Interested parties must rely on their own inspections, and take such other steps as they may think appropriate to satisfy themselves as to the accuracy of the information provided in this Bid Package and its accompanying Schedules, or as to the value of the property.

No representations or warranties are made or implied by the Receiver or the Company with respect to the information in this Bid Package. Potential parties wishing to pursue this matter further will be provided with other information as mutually agreed upon, but such information shall be provided without representation or warranty. Any interested party is responsible for carrying out their own investigations and due diligence in respect of any offer they intend to make.

Acknowledgment

Without limiting any of the statements contained herein, by accepting this Bid Package and in submitting the Form of Offer as contemplated herein, the recipient acknowledges and agrees

that:

1. Neither the Receiver nor the Company provides any representations or warranties as to the accuracy of this Bid Package and shall have no liability for any representations (expressed or implied) contained in, or for any omissions from, this Bid Package or any other written or oral communication transmitted to the recipient in the course of its evaluation or assessment of the Company; and
2. The Receiver reserves the right to accept an offer or offers for the Property, outside of this sealed bid process at any time. The recipient acknowledges and agrees that there is no guarantee that a sale will result from this process.

Any proposed actions by the recipient which are inconsistent in any manner with the foregoing agreement will require the prior written consent of the Receiver.

Further Information

Recipients of this Bid Package should direct all communication to the attention of:

D. Manning & Associates Inc.

Receiver of Westrike Resources Ltd.

Attention: Alex Ng

Email: alex.ng@manning-trustee.com

Phone: (604) 683-8030

Deadline: Thursday, April 7th, 2022 at 4pm

Form of Offers must be submitted via email and directed to the above address. Any Form of Offer for the Property and payment of the Deposit must be received by the Receiver no later than 4pm (Pacific) on Thursday, the 7th day, April, 2022.

Form of Offer and Contract of Purchase and Sale
(the "Form of Offer")

Date of Form of Offer: _____, 2022

"Vendor": D. Manning & Associates Inc. in its capacity as Receiver of all of the assets, undertakings and property of Westrike Resources Ltd. c/o Alex Ng. at Suite 520 – 625 Howe Street Vancouver, BC Canada V6C 2T6 (Email: alex.ng@manning-trustee.com)

"Offeror": _____

Email: _____

Property: Personal Property (the "Property") subject to this Form of Offer are selected and enumerated in Schedule "1" attached hereto.

FORM OF OFFER:

1. In making the Form of Offer, the Offeror acknowledges that it has received, read, and agreed to all of the Terms and Conditions contained in the entirety of this Bid Package set out from pages 1 through 21 all of which form a part of this contract.
2. The Offeror hereby offers to purchase all of the Vendor's right, title, and interest, in and to the Property from the Vendor on the terms and conditions set out in this Form of Offer. The Offeror's Form of Offer may be accepted by delivery by the Vendor of a copy of this Form of Offer with the Vendor's acceptance completed.
3. Upon acceptance of the Form of Offer by the Vendor, this Form of Offer will be a binding Contract of Purchase and Sale on the terms and conditions herein contained. For further clarity, by submitting this Form of Offer, the Offeror acknowledges and agrees to be bound by the terms and conditions herein contained.
4. If this Form of Offer is not accepted by the Vendor, the Form of Offer will be extinguished and will no longer be binding on the Offeror.
5. The Offeror agrees that the Vendor may assign any part or all of the Form of Offer to any party with the authority or conduct of sale of the Property, at its sole discretion.
6. The Offeror shall attach Schedule 1, duly completed to fully identify the specific Property, for which this offer is being made.

PURCHASE PRICE:

7. The Purchase Price is as defined in clause 8.b. and the attached Schedule 1 and is exclusive of taxes.
8. The Purchase price is payable in Canadian Dollars, as follows:
 - a. Deposit: The sum of \$500,000 (the “**Deposit**”) will be paid to the Vendor by the Offeror upon delivery of this Form of Offer by the Offeror by way of bank draft or certified solicitor’s trust cheque payable to the Vendor, in trust, and will be held by the Vendor, in trust; and
 - b. Balance: The balance of the Purchase Price of \$_____, plus or minus, as the case may be, the adjustments required to be made between the Offeror and the Vendor in accordance with this contract, will be paid on or before the Completion Date by way of bank draft or certified solicitor’s trust cheque payable to the Vendor in trust;
9. The Purchase Price will be allocated as set out in the Schedule 1 hereto.
10. The Deposit shall be placed by the Vendor in a non-interest bearing account. The Deposit shall be credited and paid as follows:
 - a. upon Completion, the Deposit shall be paid to the Vendor, or its solicitor “In Trust”, and the Deposit shall be credited to the Offeror on account of that portion of the Purchase Price payable on the Completion Date;
 - b. if the sale and purchase of the Property contemplated by this Form of Offer is not completed by reason of any default on the part of the Offeror, the Deposit thereon shall, at the Vendor’s option, from and after the Completion Date be retained by the Vendor:
 - i. as liquidated damages;
 - ii. on account of damages; or
 - iii. on account of the Purchase Price if the Vendor elects specific performance; and
 - c. if the purchase and sale of the Property contemplated herein is not completed for any reason other than as set forth in paragraph 10(b), the Deposit thereon shall be paid to the Offeror, on demand, upon delivery of written notice from the Offeror to the Vendor at any time prior to or after the Completion Date that the transaction will not be completed.
11. The Offeror shall be solely responsible for payment of all applicable federal, provincial, and municipal taxes eligible in connection with the purchase and sale of the Property including, without limitation, goods and services tax, retail sales tax and social services tax. If so required by Vendor, Offeror will remit such taxes to the Vendor on the Completion Date.

Alternatively, where applicable, the Offeror shall have the option to furnish the Vendor with appropriate exemption certificates.

12. Alternatively, if applicable, Offeror and Vendor shall jointly make the election provided for under subsection 167(1.1) of the *Excise Tax Act* such that no GST will be payable in respect of the sale contemplated by this Form of Offer.
13. The Offeror agrees to indemnify and save the Vendor harmless from and against all claims and demands for payment of the above mentioned taxes including penalties and interest thereon and any liability or costs incurred as a result of any failure to pay such taxes when due.

SALE AND CLOSING PROCESS:

14. The sale which is the subject of this offer will be subject to Court Approval ("**Court Approval of the Form of Offer**").
15. The sale will be completed within 10 (ten) business days following Court Approval of the Form of Offer (the "**Completion Date**"). The Vendor, in its sole discretion, may extend the Completion Date by up to 10 (ten) business days for any reason. In any event, the Completion Date must occur on or before May 26, 2022.
16. The Offeror will have possession of the Property on the Completion Date as set out in this Form of Offer. The Offeror will have the responsibility to transfer the Property to itself and the Vendor will provide such cooperation and assistance as reasonably required. If the Offeror is ultimately unable to obtain actual physical possession of the Property or a portion of the Property, then the Purchase Price shall be reduced by the amount proportionate to the value of that portion of the Property as set out in Schedule "1".
17. The Vendor has the right to terminate the Form of Offer at any time if the Property has been redeemed by the Company, or by any other person having a right of redemption, in accordance with applicable law, or if the Vendor is discharged of its responsibilities and or the Vendor no longer has the authority or right to sell the Property. If this Form of Offer is terminated by the Vendor as set out herein, the Deposit will be returned to the Offeror and the Vendor will have no further liability or obligations to the Offeror under this Form of Offer. This clause is solely for the benefit of the Vendor.

CONDITIONS PRECEDENT:

18. The obligation of the Offeror to complete the transaction contemplated herein is subject only to the Vendor obtaining Court Approval of the Form of Offer.
19. The Offeror acknowledges that the Receiver has been court appointed as receiver of all of the assets, undertaking and property of the Company. Any offer made herein in respect of the Property described in Schedule "1" is being made to the Vendor as outlined herein, and any requirements as may exist for approval. Despite anything to the contrary herein contained,

the Vendor's obligation to complete the sale of the Property in accordance with the terms and conditions of this offer is subject to the Vendor being restrained or enjoined, or precluded from completing the sale of the Property by a court of competent jurisdiction or the filing or registration of any document preventing the Vendor from giving good title to the Offeror.

20. The Offeror acknowledges and agrees that this offer is being made pursuant to a sale and vesting order being pronounced in order to obtain Court Approval of the Form of Offer, and that other prospective purchasers may be submitting other sealed bids for consideration by the Vendor and the Court. The Vendor may be compelled to advocate that the Court consider and accept other offers in order to obtain the best offer, which may not be the highest offer. The Vendor gives no undertaking to advocate the acceptance of this Form of Offer. To protect its interest in purchasing the Property, the Offeror acknowledges and agrees that he, she or they should attend at the Court hearing in person or by agent and be prepared to address any possibilities that may arise in respect of this Form of Offer and/or process under which it is being made, as the Court may permit or direct.

REPRESENTATION AND WARRANTIES:

21. There are no representations, warranties, guarantees, promises or agreements made by the Vendor or the Company. The Offeror acknowledges and agrees that the Vendor is selling the Property on an "as is, where is" basis as at the Completion Date. The Offeror acknowledges and agrees that the Vendor and the Company have not made and will not make any warranty or representation in relation to the Property including any warranty or representation as to the marketability, legal rights, legal entitlement, fitness, design or condition of the particular purpose, quality or the existence of any defect, whether latent or patent.
22. As set out in Schedule "1" attached hereto, for the 2001 Travco 5 units (56 ft L x 12 ft W 17 man Camp Ser #S1256110572), the Vendor is only in possession of one of the five Travco units as at February 25, 2022 as the other four are all in the possession of a third party. That third party disputes that the Vendor is entitled to them and has not returned the four units in their possession to the Vendor, despite demand by the Vendor. Accordingly, the Vendor cannot guarantee that a purchaser of them will be able to obtain possession of them from the third party. Accordingly, the Offeror under this Form of Offer specifically acknowledges and agrees that if they agree to purchase the four units in the possession of a third party that they are a disputed asset, the Receiver cannot guarantee that the Offeror will be able to obtain possession of them from the third party and the Vendor makes no representation or warranty with respect to them as set out in clause 21 of this Form of Offer.
23. The Vendor and the Company is not and will not be liable to the Offeror nor to anyone claiming by, through or under the Offeror for any damages, costs or expenses for damage caused to the Property by the registered owner of the Property or his tenants, guests, assigns, agents or by persons unknown.
24. With respect to environmental matters, and without limiting the generality of the foregoing,

the Offeror agrees that they are responsible to investigate the environmental condition of the Property to their satisfaction and that they are responsible to satisfy themselves, and they are relying on their own investigations to verify that the level of Contaminants, as hereinafter defined, on or migrating to or from the Property is satisfactory to the Offeror and the environmental condition of the Property is otherwise acceptable. Contaminants includes, but is not limited to, any contaminant, pollutant, underground or aboveground tank, asbestos materials, urea formaldehyde, deleterious substance, dangerous substance or good, hazardous, corrosive or toxic substance, special waste, waste or any other substance which is now or hereafter regulated under any laws, regulations, bylaws, orders or other lawful requirements of any governmental authority having jurisdiction over the Property.

25. The Offeror further acknowledges that it has entered into this Form of Offer on the basis that the Offeror has conducted such inspections of the condition of and title to the Property as it deemed appropriate and has satisfied itself with regard to these matters. No representation, warranty or condition is expressed or can be implied as to title, encumbrances, legal claims, description, fitness for purpose, merchantability, condition, quantity or quality or in respect of any other matter or thing whatsoever concerning the Property or the right of the Vendor to sell or assign same save and except as expressly represented or warranted herein. Without limiting the generality of the foregoing, any and all conditions, warranties or representations expressed or implied pursuant to the *Sale of Goods Act* (British Columbia) or similar legislation do not apply hereto and have been waived by the Offeror. The description of the Property contained in the Schedules hereto is for the purpose of identification only. No representation, warranty, or condition has or will be given by the Vendor or the Company concerning completeness or the accuracy of such descriptions.

26. The Offeror further acknowledges that it has relied entirely upon its own inspection and investigation of all matters in respect of the Property including but not limited to, the quantity, quality, and value of the Property.

RISK AND DAMAGE:

27. Up to the Completion Date, any risk of loss, or damage, by fire, or other cause, to the Property will remain with the Vendor. The Vendor is not required to maintain any insurance relating to the Property, but if there is such insurance the Vendor will hold any insurance policies or compensation policies, if any, and any proceeds of any insurance policies or compensation, in trust for the Vendor and the Offeror.

28. If, prior to the Completion Date there occurs any damage to, or destruction of, a substantial portion of the Property that cannot be repaired, or restored, in the opinion of the Vendor acting reasonably within 60 days of that damage or destruction by fire or other cause to any of the Assets ("**Material Damage**"), then the Vendor may, at its option:

- a. terminate this Agreement;
- b. reduce the Purchase Price, by notice to the Offeror, by an amount equal to the

cost of repair, or, if the assets are destroyed or damaged beyond repair, by an amount equal to the replacement cost of the assets forming part of the Property that has been damaged or destroyed, and complete the purchase; or

- c. elect to complete the purchase and sale of the Property, in which case any insurance proceeds or other compensation proceeds paid or payable with respect to the Property will be assigned or paid by the Vendor to the Offeror.
29. In the event of damage to the Property that is not Material Damage, the Offeror will complete the purchase and sale of the Property, in which event any insurance proceeds or other compensation proceeds paid or payable with respect to the Property will be assigned or paid by the Vendor to the Offeror, and the Purchase Price will be reduced to the extent that any such proceeds do not compensate for the repair or replacement cost of the Property damaged or destroyed, provided that the Vendor must agree to the amount of any reduction of the Purchase Price.

MISCELLANEOUS:

30. If any term of this Form of Offer is inconsistent with any other term or condition in this Bid Package, this Form of Offer shall prevail.
31. Time will be of the essence hereof, and unless the balance of the Purchase Price is paid on or before the Completion Date, the Vendor may at the Vendor's option terminate this Form of Offer at its sole discretion.
32. The Property and all included items will be at the risk of the Vendor until the day preceding the Completion Date. From and including the Completion Date, and afterwards, the Property and all included items will be at the risk of the Offeror.
33. If the Offeror consists of one or more companies or individuals, each of the companies or individuals will be jointly and severally liable for the performance of the Offeror's covenants, agreements, promises, representations, and warranties hereunder.
34. Any notice, document or communication required or permitted to be given under this Form of Offer will be in writing and will be considered to have been duly given if delivered by hand, mailed by prepaid registered mail or sent by email to the party to which it is to be given at the address or email shown on the first page of this Form of Offer. In addition, any notice to the Offeror may be effectively given to its lawyer. Either party may at any time change the address or number set out above by giving written notice to the other party in accordance with this paragraph. A business day is any day except a Saturday, Sunday or statutory holiday in British Columbia.
35. If the Vendor is delayed in doing anything the Vendor is required to do under to this Form of Offer, and the delay is caused by any condition or cause beyond the reasonable control of the Vendor including, without limitation, acts or omissions by third parties not related to the Vendor, strike, lockout, pandemic, labour dispute, unusual geotechnical conditions, climatic condition, act of God, inability to obtain labour or materials, laws, ordinances, rules,

regulations or orders of governmental or health authorities, enemy or hostile action, civil commotion, fire or other casualty, the time for the Vendor doing anything the Vendor is required to do pursuant to this Form of Offer will be extended by a time equivalent to the period of such delay.

36. All representations, covenants, agreements and consents contained in this Form of Offer will survive the completion of the transactions contemplated herein and will not be merged in any document delivered pursuant to this Form of Offer.
37. All words in this Form of Offer may be read and construed in the singular, plural, masculine, feminine or body corporate, as the context requires.
38. This Form of Offer will be governed and construed in accordance with the laws of British Columbia, and all money will be paid in Canadian funds.
39. In this Form of Offer, any reference to a party includes that party's heirs, executors, administrators, successors, and assigns.
40. This Form of Offer may be executed in counterpart and transmitted by electronic mail and each such transmitted counterpart will be deemed to be an original and such counterparts together shall constitute a single instrument.
41. This Form of Offer, all Appendices and Schedule "1" constitute the entire agreement between the parties with respect to the Property and all verbal or written negotiations, communications, and agreements between the Vendor and the Offeror and their respective representatives are superseded by this Form of Offer. This Form of Offer, all Appendices and Schedule "1" may not be modified or amended except by an instrument in writing signed by both parties.

THIS FORM OF OFFER IS MADE BY THE OFFEROR:

Per: _____
Authorized Signatory

AND IS DATED THIS _____ DAY OF _____, 2022.

THE VENDOR HEREBY ACCEPTS THE ABOVE OFFER AND AGREES TO COMPLETE THE SALE UPON THE TERMS AND CONDITIONS SET OUT HEREIN.

Per: _____
Authorized Signatory

ACCEPTANCE IS DATED THIS _____ DAY OF _____, 2022.

Schedule "1" – Property Listing and Purchase Price

Purchase Price Summary

The Purchase is for an en bloc offer, being an "All or Nothing offer" for all of the Property.

Purchase Price Summary

Heavy Equipment	_____
Supplementary Equipment	_____
Camp Buildings	_____
Claims/Lease	_____
Permit	_____
Bonds	_____
Historical and Current	_____
Geological Information	_____
TOTAL ("Purchase Price")	_____

Heavy Equipment

Item	Serial Number	Purchase Price	Initial Deposit
2005 John Deere JD 600 C-LC Excavator (1 Bucket)	Ser #FF600CX951092		
2007 John Deere JD 450 D-LC Excavator (2 buckets)	Ser #FF450DX913461		
2007 John Deere JD 350 D-LC Excavator (3 buckets)	Ser #FF350DX805524		
2004 John Deere 40 Ton Rock Truck	Ser #BE400DT200880		
2004 John Deere 40 Ton Rock Truck	Ser #BE400DT200770 (engine issue)		
2020 M250 Gold Machine	Ser #NPT-M200A-GM00003		

Supplementary Equipment

Description and Serial Number (if applicable)	Purchase Price	Initial Deposit
12" Diesel John Deere Thompson Water pump Ser # N/A		
8" Diesel John Deere Cornell Water Pump Ser #8JSVW004		
3" submersible Elec Water Pump Ser #N/A		
45 kw Diesel John Deere Site Generator Ser #N/A		
2013 Magnum 6kw Light Tower Ser #5AJLS141XDB300333		
2006 Ingersoll Rand 6kw Light Tower Ser #4FVLSBDA26U360820		
25,000 liter double walled Fuel Tank Ser #N/A		
(3) Honda 4wheel quads Ser #478TE22G534400329		

Camp Buildings

Item/Description	Purchase Price	Initial Deposit
1994 Travco Well site unit Ser # W238941868 (water damage)		
1989 8 man 48ft x 10ft Camp Unit Ser #173200648		
2001 Travco 5 units, 56 ft L x 12 ft W 17 man Camp Ser #S1256110572 (Please note that the Vendor is only in possession of one of the five Travco units as at February 25, 2022 as the other four are all in the possession of a third party. That third party disputes that the Vendor is entitled to them and has not returned the four units in their possession to the Vendor, despite demand by the Vendor. Accordingly, the Vendor cannot guarantee that a purchaser of them will be able to obtain possession of them from the third party. Accordingly, the Offeror under this Form of Offer specifically acknowledges and agrees that if they agree to purchase the four units in the possession of a third party that they are a disputed asset, the Receiver cannot guarantee that the Offeror will be able to obtain possession of them from the third party and the Vendor makes no representation or warranty with respect to them as set out in clause 21 of the Form of Offer.)		
(2) 2017 XDF Portable Restrooms Ser # N/A		

Claims/Lease

Issue Date	Title Number	Title Type	Status	Purchase Price	Initial Deposit
2017/NOV/22	1056608	Placer Lease	Good to Nov 22, 2022		
2005/NOV/09	522147	Placer Claim	Protected until Sept. 30, 2022		
2005/DEC/02	523358	Placer Claim	Protected until Sept. 30, 2022		
2013/MAY/31	1019935	Placer Claim	Protected until Sept. 30, 2022		
2014/MAR/10	1026589	Placer Claim	Protected until Sept. 30, 2022		
2005/NOV/09	1033224	Placer Claim	Protected until Sept. 30, 2022		
2005/NOV/09	1033225	Placer Claim	Protected until Sept. 30, 2022		
2005/NOV/09	1033226	Placer Claim	Protected until Sept. 30, 2022		
2005/NOV/09	1033227	Placer Claim	Protected until Sept. 30, 2022		
2005/NOV/09	1033228	Placer Claim	Protected until Sept. 30, 2022		
2005/NOV/09	1033229	Placer Claim	Protected until Sept. 30, 2022		
2005/NOV/09	1033230	Placer Claim	Protected until Sept. 30, 2022		
2005/NOV/09	1033231	Placer Claim	Protected until Sept. 30, 2022		

2015/JUL/17	1037381	Placer Claim	Protected until Sept. 30, 2022		
2016/JAN/02	1040925	Placer Claim	Protected until Sept. 30, 2022		
2019/MAR/06	1067032	Placer Claim	Protected until Sept. 30, 2022		
2016/SEP/03	1046445	Mineral Claim	Protected until Sept. 30, 2022		
2016/SEP/04	1046474	Mineral Claim	Protected until Sept. 30, 2022		
2016/SEP/08	1046532	Mineral Claim	Protected until Sept. 30, 2022		
2016/SEP/10	1046586	Mineral Claim	Protected until Sept. 30, 2022		
2020/MAR/11	1075156	Mineral Claim	Protected until Sept. 30, 2022		
2020/MAR/11	1075174	Mineral Claim	Protected until Sept. 30, 2022		
2020/MAR/11	1075175	Mineral Claim	Protected until Sept. 30, 2022		
2020/MAR/11	1075176	Mineral Claim	Protected until Sept. 30, 2022		
2020/MAR/15	1075235	Mineral Claim	Protected until Sept. 30, 2022		

Permits

Permit Name	Mine No.	For work on	Purchase Price	Initial Deposit
P-4-134	1620432	Placer Lease No. 1056608		
P-5-225	1630786	PC 1037381 – Westrike 2		

Bonds

Permit No	Effective Date	Amount	Purchase Price	Initial Deposit
P-5-225	2016-12-22	\$27,000		
P-4-134	2015-07-03	\$20,000		
P-4-134	2020-07-30	\$96,281		
P-4-134	2015-04-02	\$5,000		
P-4-134	2019-07-15	\$51,485		

Historical and Current Geological Information

Description	Purchase Price	Initial Deposit
All of the Company's historical and current geological information, including all petrographic reports, maps, seismic investigations, geological confirmations, historical studies and reports.		