

OFFER TO PURCHASE FOR THE EN BLOC

BY AND BETWEEN:

POLO SPRUNGER & 7P CROP CARE LTD.
(the "**Vendor**")

AND

(NAME OF HIGH REGISTERED BIDDER)
(the "**Purchaser**")

1. The Vendor agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Vendor the property legally described in the attached Schedule "A" (the "**Property**").
2. The Purchaser hereby offers to purchase the Property for the sum of the high bids for Parcels 1-4 on the CLHbid.com sale taking place on February 4, 2027, plus the final 'en bloc' premium bid totaling \$_____ and calculated as set out on Schedule "B" (the "**Purchase Price**"). The Purchase Price will be payable as follows:

\$ _____ 20% Deposit paid to CLH Law as further described in Section 4.

\$ _____ 80% balance payable, subject to adjustments and Transaction Fee, payable on or before the Closing Date to the Vendor's Lawyer.

\$ _____ **PURCHASE PRICE**

\$ _____ Transaction Fee payable at 1.25% + GST & PST on the Purchase Price and in addition to the Purchase Price will be paid with closing funds on the Closing Date by the Purchaser and their lawyer to the Vendor's Lawyer.

3. The Vendor and the Purchaser agree that the 'en bloc' premium amount will be allocated to each Parcel based on the proportionate value of each respective Parcel and shall form the value listed on the Affidavit of Value submitted to Land Titles.
4. The Purchaser agrees to submit to CLH Law on or before 4:30 pm MST on February 5, 2027 an executed copy of this Offer along with either a) a 20% deposit of the Purchase Price (by way of Bank Draft, Solicitor's Trust Cheque or Wire Transfer), to be held in trust by CLH Law or b) have their approved lender provide written confirmation in a form satisfactory to CLHbid.com of 100% financing of the Purchase Price (the "**Deposit**"). Provided that transactions set out herein are complete, the said Deposit shall be applied towards the payment of the Purchase Price on the Closing Date. The Deposit, upon payment, shall be unconditional, and if the Purchaser fails to close the purchase of the Property for any reason, the Deposit shall be forfeited to the Vendor on account of damages, and CLH Law is irrevocably authorized and directed to release

and pay the Deposit to the Vendor, provided that such retention of the Deposit shall not itself constitute a termination of this Agreement and shall not restrict the Vendor from exercising any other rights or remedies which the Vendor may have by virtue of the Purchaser's default, including the right to claim damages from the Purchaser which the Vendor sustains in excess of the Deposit.

5. The Purchase Price does not include Goods and Services Tax ("**GST**"). The Purchase Price will be subject, on the Closing Date, to the addition of GST which shall be paid by the Purchaser to the Vendor on the entire Purchase Price. Alternatively, in the event the Purchaser represents and warrants to the Vendor that the Purchaser is a registrant under the *Excise Tax Act* (Canada) and provides the Vendor with their GST registration number prior to the Closing Date together with a GST indemnity then the Purchaser may account directly to Canada Revenue Agency for the GST payable on this transaction without paying same to the Vendor. For greater certainty, the Transaction Fee does not form part of the Purchase Price for the purposes of this section.
6. The Purchase Price, as adjusted, shall be paid in full on or before March 11, 2027 (the "**Closing Date**").
7. Vacant possession of the Property will be made available on May 1, 2027 subject to the Purchaser paying closing funds on the Closing Date to the Vendor's Lawyer (the "**Possession Date**"). Possession will be on an "as is" basis.
8. The corrals, chutes, panels, posts, 4 round bale feeders and cattle oiler, located on Parcel 2, shall remain with and form part of the Property for the benefit of the Purchaser. It is agreed that there is no warranty or guarantee made by the Vendor as to the state of fitness, merchantability or condition of any of the chattels herein being sold to the Purchaser.
9. All money owing to the Vendor shall be paid to the Vendor's Lawyer on or before 12:00 noon on the Closing Date. Any monies received after 12:01 pm shall be deemed to have been received on the next business day. If the Vendor agrees to accept monies after the Closing Date, the Purchaser shall pay interest at a rate of 10% per annum on any money owing to the Vendor as at the Closing Date, from the Closing Date until that money has been paid.
10. The Vendor's Lawyer will deliver normal closing documents to the Purchaser's Lawyer upon reasonable conditions consistent with the terms of this Offer.
11. The Vendor and Purchaser acknowledge that this Offer is unconditional upon execution and payment of deposit. There will be no conditions on behalf of the Vendor or Purchaser, including but not limited to a financing condition or property inspection.
12. The Purchaser hereby acknowledges that if registration of the transfer documents, and Purchaser financing, if any, cannot be registered by the Closing Date due to Saskatchewan Land Titles registration timeline delays then the Purchaser may obtain a title insurance policy to avoid delays past the Closing Date at their own expense.

13. All normal adjustments for the Property including but not limited to surface leases (if any), taxes, municipal utility charges, and interest shall be adjusted as at noon on the Closing Date. The Purchaser shall assume all local improvements, assessments and charges against the Property as of that time.
14. The Purchaser agrees to pay a transaction fee equal to 1.25% of the Purchase Price plus GST and Provincial Sales Tax ("**PST**") (the "**Transaction Fee**") in addition to the Purchase Price. The Transaction Fee will appear on the Statement of Adjustments as provided to the Purchaser's Lawyer.
15. The Vendor shall pay all costs of discharging any existing mortgages and/or financial encumbrances attributable to the Vendor registered against title to the Property. The Property may be subject to all non-financial encumbrances now on title such as easements, utility right of ways and covenants and conditions registered against the Property.
16. The Purchaser has inspected the Property and agrees that the Vendor has not made any representation, warranty, collateral agreement or condition regarding the Property or any adjacent land or lands in close proximity to the Property or otherwise which may in any way directly or indirectly affect the Property or regarding this Offer other than what is written herein.
17. Polo Sprunger represents and warrants to the Purchaser that:
 - (a) he is not now (nor will be within 60 days after the Closing Date) a non-resident of Canada within the meaning of the *Income Tax Act* (Canada);
 - (b) he is not an agent or trustee of anyone with an interest in the Property who is (or will be 60 days after the Closing Date) a non-resident of Canada within the meaning of the *Income Tax Act* (Canada); and
 - (c) he has the legal right to sell the Property.
18. The Director of 7P Crop Care Ltd. represents and warrants to the Purchaser that:
 - (a) he has full corporate power and corporate authority to execute this Agreement and fully perform all of its obligations and covenants herein, including the covenant to convey the Property to the Purchaser herein; and
 - (b) within the meaning of the *Income Tax Act* of Canada, 7P Crop Care Ltd. is not now, nor will be on the Closing Date, a non-resident of Canada nor an agent or a trustee for any person with an interest in the Property who is a non-resident of Canada.
19. The Purchaser represents and warrants to the Vendor that:
 - (a) if applicable, the Purchaser is not a non-Canadian as defined under the *Prohibition on the Purchase of Residential Property by Non-Canadians Act* (Canada);
 - (b) if the Purchaser is a body corporate,

- i. the Purchaser is duly incorporated and organized and validly subsisting under the applicable Canadian law and has the corporate power to enter into this Agreement and to perform its obligations hereunder;
 - ii. this Agreement and the transactions contemplated hereby have been duly authorized by the Purchaser and constitute a legal, valid and binding obligation of the Purchaser, enforceable against the Purchaser by the Vendor in accordance with its terms;
 - iii. that *The Land Contracts (Actions) Act* of the Province of Saskatchewan shall have no application to any action, as defined in *The Land Contracts (Actions) Act*, aforesaid, with respect to this Agreement; and
 - iv. that *The Limitation of Civil Rights Act* of the Province of Saskatchewan shall have no application to this Agreement, any charge or other security for the payment of money made, given or created by this Agreement, or any agreement renewing or extending this Agreement and shall in no way limit the rights, powers or remedies of the Vendor granted hereunder.
- 20. The parties hereto agree that the representations, warranties, and covenants herein shall not merge by the acceptance of documents, registration of documents, or the taking of possession by the Purchaser.
- 21. Upon this Offer being accepted by the Vendor, this document shall, as of the date of such acceptance, constitute an agreement of sale and purchase, notwithstanding the fact that formal documents may be required and the Purchaser and Vendor both agree to promptly execute and deliver all necessary documents and do all necessary acts in order to fully carry out and perform the true intent and object of these presents.
- 22. This Agreement cannot be assigned by the Purchaser without the prior written consent of the Vendor. An assignment of this Offer includes any change in control of the Purchaser after this Offer is fully signed. The Purchaser acknowledges that the assignment does not release the Purchaser from its obligations under this Offer and confirms that the Vendor is entitled to any profit resulting from an assignment of the Offer by the Purchaser to any subsequent assignee.
- 23. This Offer shall be open for acceptance up to but not after 4:30 pm on February 8, 2027 and may be accepted by PDF email to the Purchaser.
- 24. Time shall be of the essence in this Offer.
- 25. In this Offer, the masculine gender and the singular shall be construed as the feminine gender and the plural where the context so requires. This Offer shall enure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.
- 26. This Agreement shall be interpreted, construed and enforced in accordance with, and the respective rights and obligations of the Vendor and the Purchaser shall be governed by, the laws of the Province of Saskatchewan and the federal laws of Canada applicable therein, and the Parties hereto irrevocably attorn to the jurisdiction and venue of the Saskatchewan Courts.

27. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such determination shall not impair or affect the validity, legality or enforceability of the remaining provisions hereof, and each provision is hereby declared to be separate, severable and distinct.
28. This Agreement constitutes the entire agreement between the Vendor and the Purchaser with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether written or oral. There are no conditions, covenants, agreements, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof except as herein provided. This Agreement may only be amended or varied by further written agreement amongst the Parties hereto.
29. The Agreement may be executed in several counterparts bearing PDF, electronic, or facsimile signatures, each of which so executed shall be deemed to be an original, and such counterpart together shall constitute one and the same instrument.

Dated on this ____ day of February, 2027.

PURCHASER'S SIGNATURE

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

PURCHASER'S SIGNATURE

Purchaser's Lawyer:

Firm: _____
Attention: _____
Address: _____
Phone: _____
Email: _____

ACCEPTANCE

The undersigned Vendor of the Property, hereby accepts the Offer and agrees to complete the sale on the terms and conditions in the Offer and should the Vendor fail to do so, the Purchaser at his option may cancel this Offer and may take such other remedies the Purchaser has at law.

Dated on this ____ day of February, 2027.

POLO SPRUNGER

7P CROP CARE LTD.

Per:

Vendor's Lawyer:

Firm: Scharfstein LLP

Attention: Brendan S. Tumback

Address: 200 – 123 2nd Avenue South
Saskatoon SK, S7K 7E6

Phone: (306) 653-2838

Email: btumback@scharfsteinlaw.com

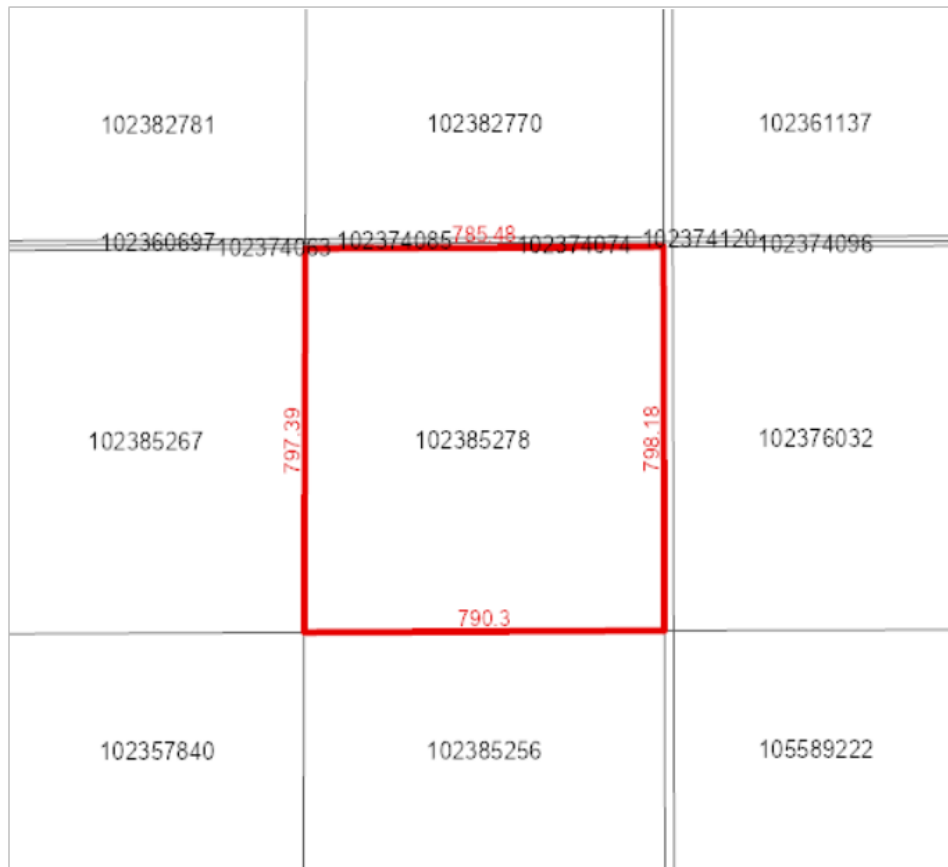
OFFER SCHEDULE "A"- 1 OF 4

Surface Parcel: 102385278
Reference Land Description: NE Sec 13 Twp 26 Rge 25 W 2 Extension 0
As described on Certificate of Title 71MJ02109.



Surface Parcel Number: 102385278

REQUEST DATE: Thu Jun 25 15:49:08 GMT-06:00 2026



Owner Name(s) : Sprunger, Polo

Municipality : RM OF BIG ARM NO. 251

Title Number(s) : 158211020

Parcel Class : Parcel (Generic)

Land Description : NE 13-26-25-2 Ext 0

Source Quarter Section : NE-13-26-25-2

Commodity/Unit : Not Applicable

Area : 62.855 hectares (155.32 acres)

Converted Title Number : 71MJ02109

Ownership Share : 1:1

DISCLAIMER: THIS IS NOT A PLAN OF SURVEY. It is a consolidation of plans to assist in identifying the location, size and shape of a parcel in relation to other parcels. Parcel boundaries and area may have been adjusted to fit with adjacent parcels. To determine actual boundaries, dimensions or area of any parcel, refer to the plan, or consult a surveyor.

OFFER SCHEDULE "A"- 2 OF 4

Surface Parcel: 102376032
Reference Land Description: NW Sec 18 Twp 26 Rge 24 W 2 Extension 0
As described on Certificate of Title 70MJ05386.



Surface Parcel Number: 102376032

REQUEST DATE: Thu Jun 25 15:51:04 GMT-06:00 2026



Owner Name(s) : Sprunger, Polo

Municipality : RM OF BIG ARM NO. 251

Title Number(s) : 158211019

Parcel Class : Parcel (Generic)

Land Description : NW 18-26-24-2 Ext 0

Source Quarter Section : NW-18-26-24-2

Commodity/Unit : Not Applicable

Area : 64.158 hectares (158.54 acres)

Converted Title Number : 70MJ05386

Ownership Share : 1:1

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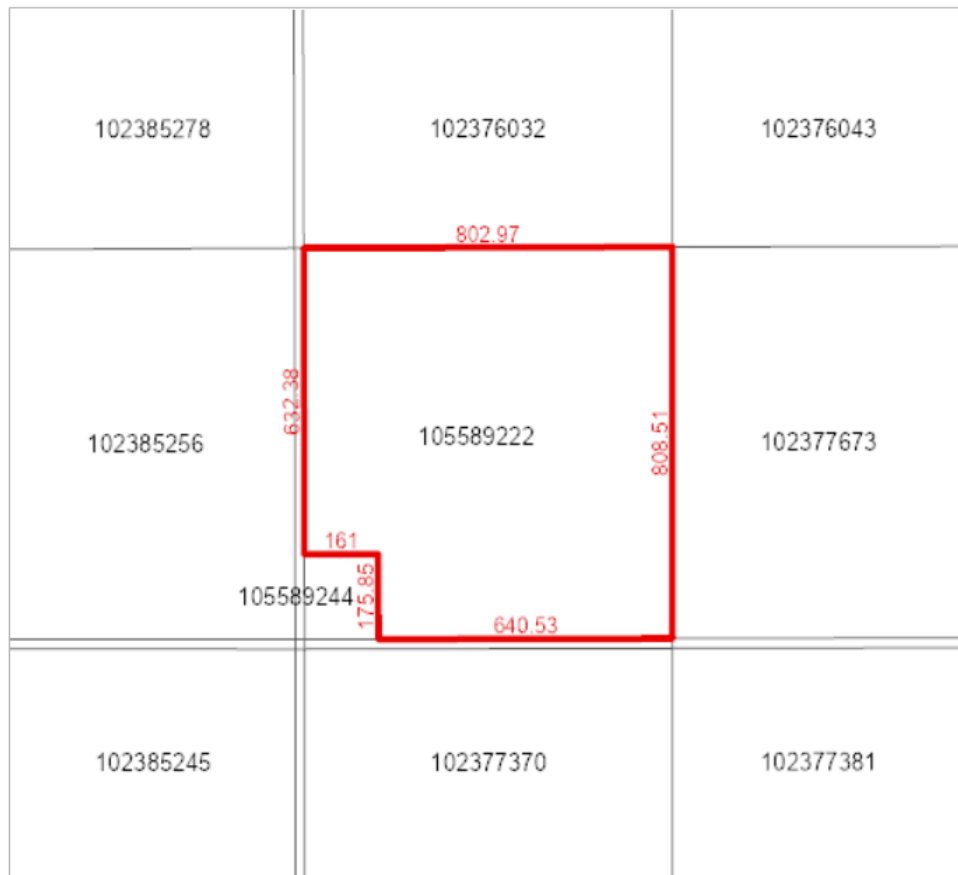
OFFER SCHEDULE "A"- 3 OF 4

Surface Parcel: 105589222
Reference Land Description: SW Sec 18 Twp 26 Rge 24 W 2 Extension 5
As described on Certificate of Title 64MJ07157, description 5.



Surface Parcel Number: 105589222

REQUEST DATE: Thu Jun 25 15:57:11 GMT-06:00 2026



Owner Name(s) : 7P CROP CARE LTD.

Municipality : RM OF BIG ARM NO. 251

Title Number(s) : 158211288

Parcel Class : Parcel (Generic)

Land Description : SW 18-26-24-2 Ext 5

Source Quarter Section : SW-18-26-24-2

Commodity/Unit : Not Applicable

Area : 62.02 hectares (153.25 acres)

Converted Title Number : 64MJ07157

Ownership Share : 1:1

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OFFER SCHEDULE "A"- 4 OF 4

Surface Parcel: 102377673
Reference Land Description: SE Sec 18 Twp 26 Rge 24 W 2 Extension 0
As described on Certificate of Title 64MJ07157.



Surface Parcel Number: 102377673

REQUEST DATE: Thu Jun 25 15:58:30 GMT-06:00 2026



Owner Name(s) : 7P CROP CARE LTD.

Municipality : RM OF BIG ARM NO. 251

Title Number(s) : 158211255

Parcel Class : Parcel (Generic)

Land Description : SE 18-26-24-2 Ext 0

Source Quarter Section : SE-18-26-24-2

Commodity/Unit : Not Applicable

Area : 64.754 hectares (160.01 acres)

Converted Title Number : 64MJ07157

Ownership Share : 1:1

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OFFER SCHEDULE "B"

PARCEL & SHORT LEGAL DESCRIPTION	HIGH BID AMOUNT
PARCEL 1: NE-13-26-25-W2 EXT 0	\$ _____
PARCEL 2: NW-18-26-24-W2 EXT 0	\$ _____
PARCEL 3: SW-18-26-24-W2 EXT 5	\$ _____
PARCEL 4: SE-18-26-24-W2 EXT 0	\$ _____
EN BLOC PREMIUM BID	+ \$ _____
TOTAL PURCHASE PRICE	\$ _____