

OFFER TO PURCHASE FOR PARCEL 1

BY AND BETWEEN:

**BRUCE ROBERT ZIMMERMANN, DONALD LLOYD ZIMMERMANN,
GORDON ALLAN ZIMMERMANN & RODNEY HEINZ ZIMMERMANN**
(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 closing bid on the CLHbid.com auction taking place on February 26, 2026 being \$_____ (the "**Purchase Price**") and payable as follows:

\$ _____ 20% deposit paid to CLH Law as further described in section 3.

\$ _____ 80% balance payable, subject to adjustments, plus the transaction fee as further described in section 14, payable on or before the closing date to the vendor's lawyer.

\$ _____ **PURCHASE PRICE**

\$ _____ Transaction fee payable at 1.25% + Goods and Services Tax ("GST") & Provincial Sales Tax ("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 Purchaser agrees to submit to CLH Law on or before 4:30 pm Mountain Daylight Time on February 27, 2026 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 comply with any of the Purchaser's obligations under

this agreement, the Vendor may, at the Vendor's option, cancel this agreement and retain the deposit as liquidated damages and not as a penalty, and pursue any other remedies that the Vendor may have at law. In the case the transfer does not proceed for any reason other than default of the Purchaser, then the deposit will be refunded.

4. The Purchase Price does not include 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, in a form satisfactory to the Vendor, 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.
5. The Purchase Price, as adjusted, shall be paid in full on or before April 2, 2026 (the "**Closing Date**").
6. Vacant possession of the Property will be subject to the Purchaser paying closing funds on the Closing Date to the vendor's lawyer and possession will be on an "as is" basis (the "**Possession Date**").
7. 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.
8. The vendor's lawyer will deliver normal closing documents to the purchaser's lawyer upon reasonable conditions consistent with the terms of this offer.
9. The Vendor shall be responsible for providing the transfer(s) in registrable form.
10. The Purchaser shall be responsible for:
 - (a) All land titles fees with respect to registration of the transfer(s); and
 - (b) Any costs of preparing and registering a mortgage or other financing documents.
11. The Vendor shall be responsible for any costs in discharging any mortgage or other encumbrance, lien or charge from the title, as required herein.
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.
14. The Purchaser agrees to pay a transaction fee equal to 1.25% of the Purchase Price plus GST and 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 Property shall be free and clear of any financial encumbrances attributable to the Vendor. The Property may be subject to all non-financial encumbrances now on title such as easements, utility right of ways and covenants and conditions registered against the Property.
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. The Vendor represents and warrants to the Purchaser that:
 - (a) they are 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) they are not agents or trustees 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) they have the legal right to sell the Property.
18. 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.

(c) The Purchaser's GST number is: _____.

19. 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.
20. 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.
21. 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.
22. This offer shall be open for acceptance up to but not after 4:30 pm on March 2, 2026 and may be accepted by PDF email to the Purchaser.
23. Time shall be of the essence in this Offer.
24. 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.
25. 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.
26. 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.

27. 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.
28. 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, 2026.

PURCHASER

PURCHASER

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

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 _____, 2026.

BRUCE ROBERT ZIMMERMANN

DONALD LLOYD ZIMMERMANN

GORDON ALLAN ZIMMERMANN

RODNEY HEINZ ZIMMERMANN

Vendor's Lawyer:

Firm: Kanuka Thuringer LLP
Attention: **Lindsay Gates**
Address: 522 - 350 Cheadle Street West
Swift Current, SK S9H 4G3
Phone: 306.773.4806
Email: lgates@kanuka.ca

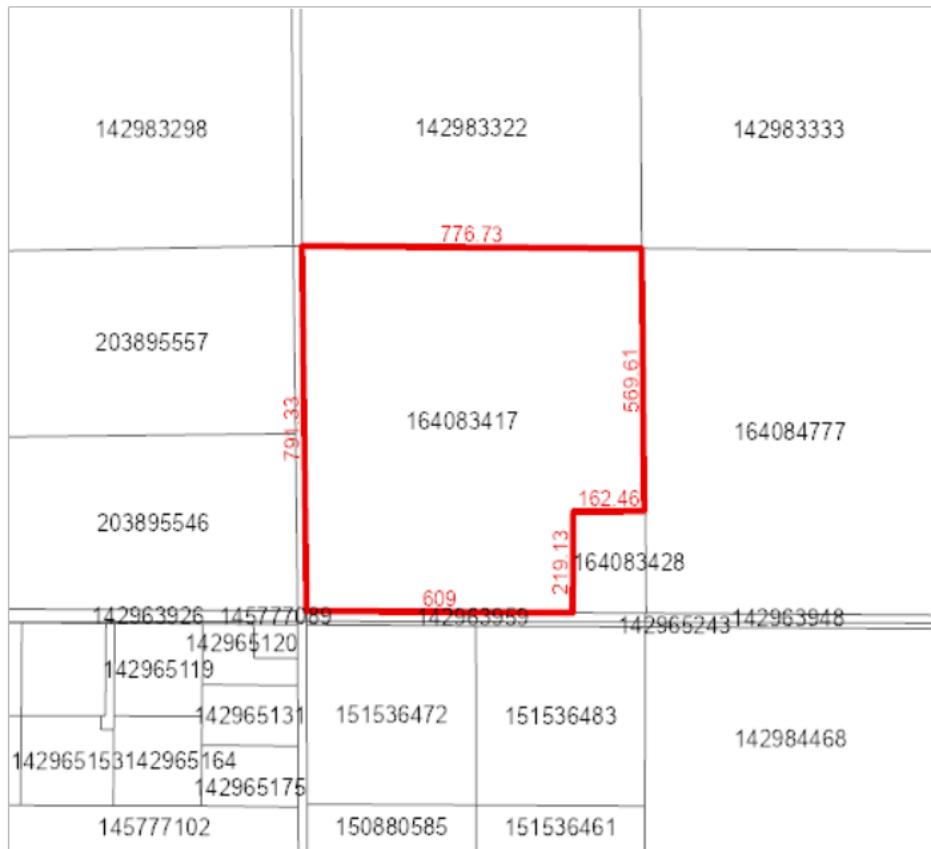
OFFER SCHEDULE "A"

Surface Parcel: 164083417
Reference Land Description: SW Sec 23 Twp 16 Rge 14 W 3 Extension 1
As shown on Plan 101947642



Surface Parcel Number: 164083417

REQUEST DATE: Thu Oct 23 21:04:37 GMT-06:00 2025



Owner Name(s) : Multiple

Municipality : RM OF SWIFT CURRENT NO. 137

Area : 57.743 hectares (142.69 acres)

Title Number(s) : Multiple

Converted Title Number : N/A

Parcel Class : Parcel (Generic)

Ownership Share : N/A

Land Description : SW 23-16-14-3 Ext 1

Source Quarter Section : SW-23-16-14-3

Commodity/Unit : Multiple

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.