

OFFER TO PURCHASE FOR THE EN BLOC

BY AND BETWEEN:

KEVIN WILLMS FARMS 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 Closing Bid (for Parcels 1-5) on the CLHbid.com auction taking place on July 10, 2025 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 Carter, Lock & Horrigan as further described in Section 3.

\$ _____ 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 Purchaser agrees to submit to Carter, Lock & Horrigan on or before 4:30 pm Pacific Daylight Time on July 11, 2025 an executed copy of this Offer along with 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 Carter, Lock & Horrigan (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 Carter, Lock & Horrigan 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.

4. 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.
5. The Purchase Price, as adjusted, shall be paid in full on or before October 1, 2025 (the "**Closing Date**").
6. Possession of the Property will be subject to:
 - a) The Purchaser paying the closing funds on the Closing Date to the Vendor's Lawyer; and
 - b) The existing tenant harvesting and removing the 2025 crop until the end of the 2025 season. Should the existing tenant be unable to complete harvest and removal of crop in 2025 due to weather, they shall have the right to harvest and removal of the 2025 crop until May 10, 2026 (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 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.
10. 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 acknowledges that the land rental payments (including but not limited to crop and cattle) will be excluded from the said adjustments.
11. 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.
12. 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.

13. 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.
14. The Vendor represents and warrants to the Purchaser that:
- (a) the Vendor 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, the Vendor 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.
15. 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.
16. 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.
17. 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.

18. 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.
19. This Offer shall be open for acceptance up to but not after 4:30 pm on July 14, 2025 and may be accepted by PDF email to the Purchaser.
20. Time shall be of the essence in this Offer.
21. 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.
22. 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.
23. 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.
24. 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.

25. 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 July, 2025.

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 July, 2025.

KEVIN WILLMS FARMS LTD.

Per: _____

Per: _____

Vendor's Lawyer:

Firm: Anderson & Company

Attention: Neil G. Gibbings

Address: 51-1st Ave. N.W. PO Box 610, Stn. Main
Swift Current, Saskatchewan S9H 3W4

Phone: 306-773-2891

Email: ngibbings@andlaw.ca

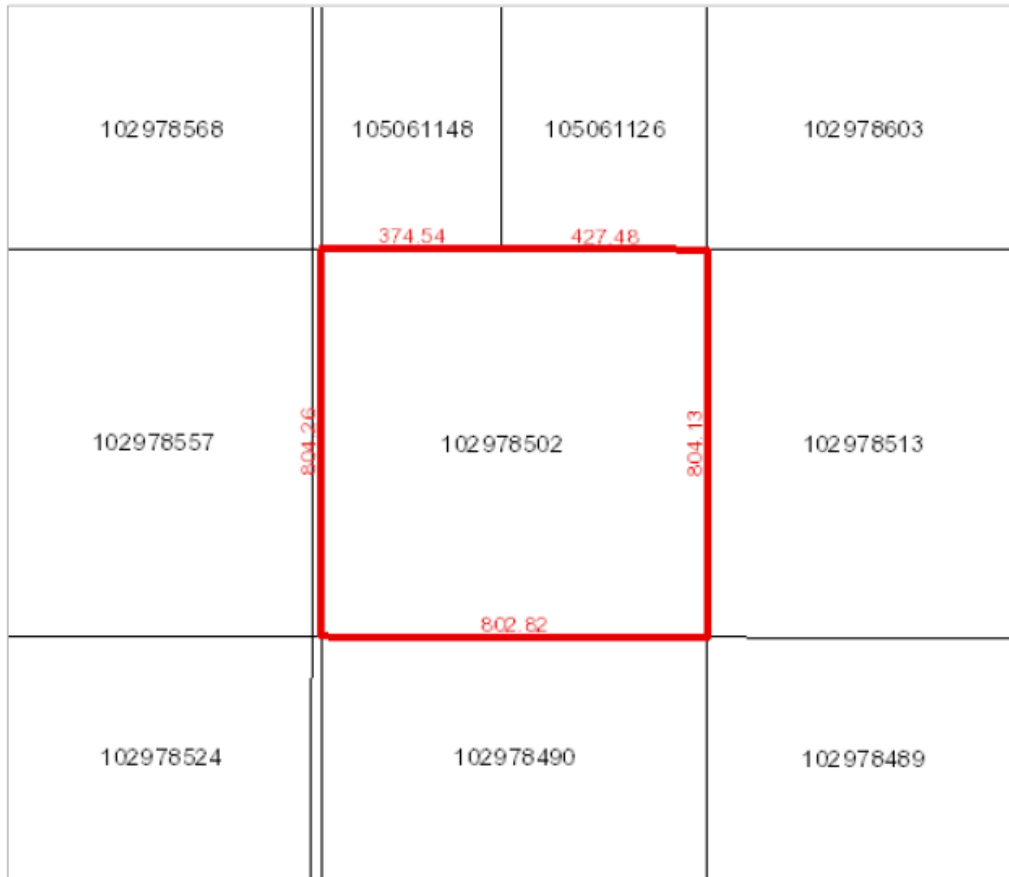
OFFER SCHEDULE "A"- 1 OF 8

Surface Parcel: 102978502
Reference Land Description: NW Sec 17 Twp 21 Rge 10 W 3 Extension 0
As described on Certificate of Title 98MJ16288.



Surface Parcel Number: 102978502

REQUEST DATE: Tue Apr 30 19:24:32 GMT-06:00 2024



Owner Name(s) : KEVIN WILLMS FARMS LTD.

Municipality : RM OF VICTORY NO. 226

Title Number(s) : 150428460

Parcel Class : Parcel (Generic)

Land Description : NW 17-21-10-3 Ext 0

Source Quarter Section : NW-17-21-10-3

Commodity/Unit : Not Applicable

Area : 64.53 hectares (159.46 acres)

Converted Title Number : 98MJ16288

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 8

Surface Parcel: 102978490
Reference Land Description: SW Sec 17 Twp 21 Rge 10 W 3 Extension 0
As described on Certificate of Title 98MJ16288.



Surface Parcel Number: 102978490

REQUEST DATE: Tue Apr 30 19:25:22 GMT-06:00 2024



Owner Name(s) : KEVIN WILLMS FARMS LTD.

Municipality : RM OF VICTORY NO. 226

Title Number(s) : 150428482

Parcel Class : Parcel (Generic)

Land Description : SW 17-21-10-3 Ext 0

Source Quarter Section : SW-17-21-10-3

Commodity/Unit : Not Applicable

Area : 64.594 hectares (159.61 acres)

Converted Title Number : 98MJ16288

Ownership Share : 1:1

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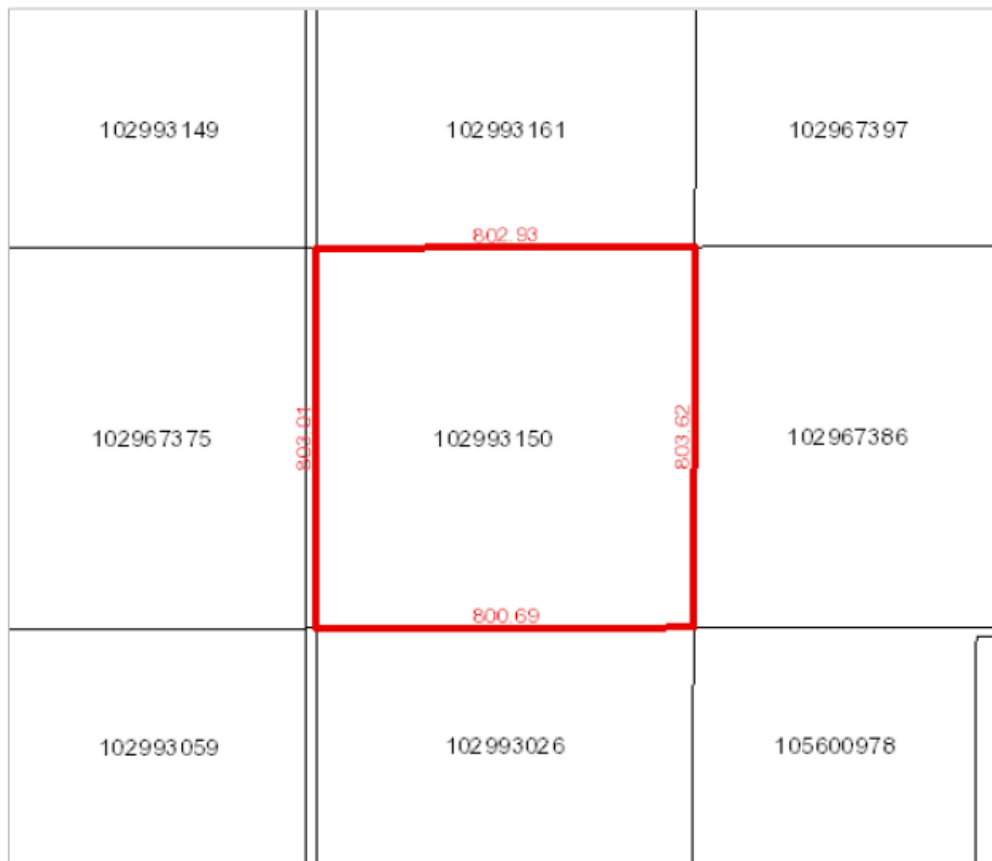
OFFER SCHEDULE "A"- 3 OF 8

Surface Parcel: 102993150
Reference Land Description: SW Sec 33 Twp 21 Rge 09 W 3 Extension 0
As described on Certificate of Title 78MJ03575.



Surface Parcel Number: 102993150

REQUEST DATE: Tue Apr 30 19:23:27 GMT-06:00 2024



Owner Name(s) : KEVIN WILLMS FARMS LTD.

Municipality : RM OF CANAAN NO. 225

Title Number(s) : 150428437

Parcel Class : Parcel (Generic)

Land Description : SW 33-21-09-3 Ext 0

Source Quarter Section : SW-33-21-09-3

Commodity/Unit : Not Applicable

Area : 64.409 hectares (159.16 acres)

Converted Title Number : 78MJ03575

Ownership Share : 1:1

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OFFER SCHEDULE "A"- 4 OF 8

Surface Parcel: 102967320
Reference Land Description: NE Sec 27 Twp 21 Rge 09 W 3 Extension 0
As described on Certificate of Title 91MJ14724B.



Surface Parcel Number: 102967320

REQUEST DATE: Tue Apr 30 19:21:35 GMT-06:00 2024



Owner Name(s) : KEVIN WILLMS FARMS LTD.

Municipality : RM OF CANAAN NO. 225

Title Number(s) : 150428404

Parcel Class : Parcel (Generic)

Land Description : NE 27-21-09-3 Ext 0

Source Quarter Section : NE-27-21-09-3

Commodity/Unit : Not Applicable

Area : 64.907 hectares (160.39 acres)

Converted Title Number : 91MJ14724B

Ownership Share : 1:1

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OFFER SCHEDULE "A"- 5 OF 8

Surface Parcel: 102967319
Reference Land Description: SE Sec 27 Twp 21 Rge 09 W 3 Extension 0
As described on Certificate of Title 91MJ14724.



Surface Parcel Number: 102967319

REQUEST DATE: Tue Apr 30 19:22:26 GMT-06:00 2024



Owner Name(s) : KEVIN WILLMS FARMS LTD.

Municipality : RM OF CANAAN NO. 225

Title Number(s) : 150428426

Parcel Class : Parcel (Generic)

Land Description : SE 27-21-09-3 Ext 0

Source Quarter Section : SE-27-21-09-3

Commodity/Unit : Not Applicable

Area : 65.242 hectares (161.22 acres)

Converted Title Number : 91MJ14724

Ownership Share : 1:1

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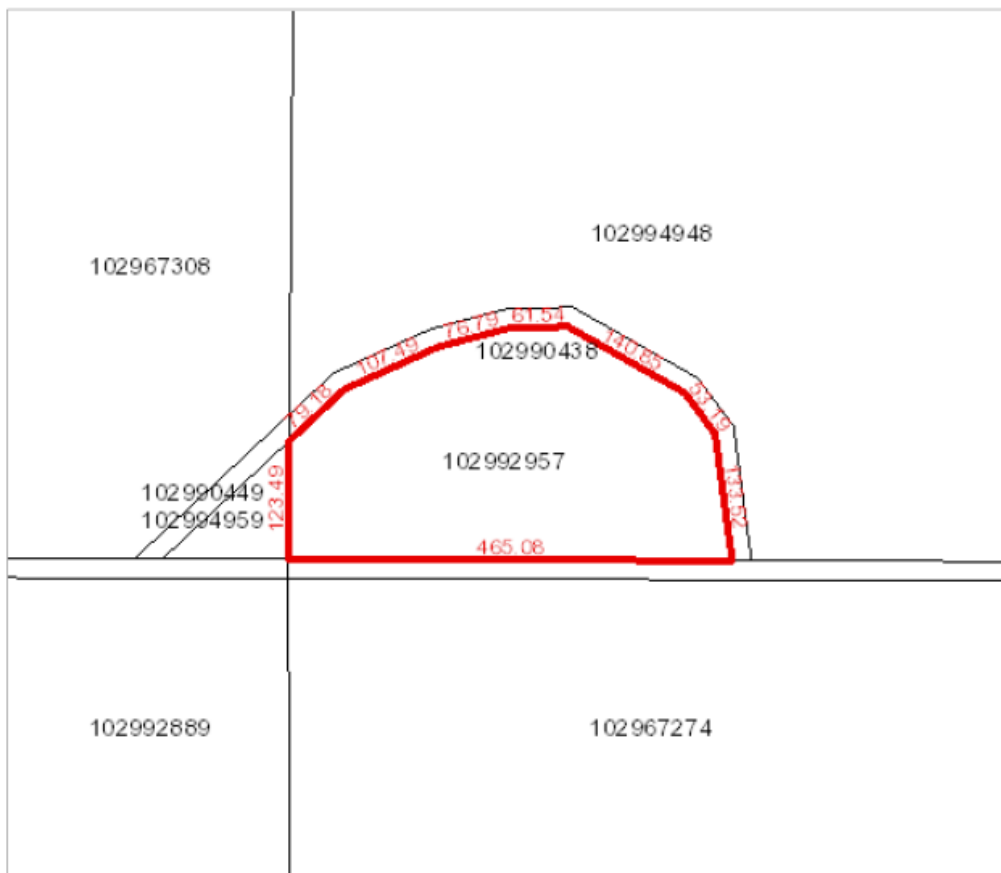
OFFER SCHEDULE "A"- 6 OF 8

Surface Parcel: 102992957
Reference Land Description: SE Sec 26 Twp 21 Rge 09 W 3 Extension 1
As described on Certificate of Title 91MJ14724A which describes this parcel and other parcel(s) with the same land description tied to this one.



Surface Parcel Number: 102992957

REQUEST DATE: Tue Apr 30 19:18:46 GMT-06:00 2024



Owner Name(s) : KEVIN WILLMS FARMS LTD.

Municipality : RM OF CANAAN NO. 225

Title Number(s) : 150428381

Parcel Class : Parcel (Generic)

Land Description : SE 26-21-09-3 Ext 1

Source Quarter Section : SE-26-21-09-3

Commodity/Unit : Not Applicable

Area : 9.227 hectares (22.8 acres)

Converted Title Number : 91MJ14724A

Ownership Share : 1:1

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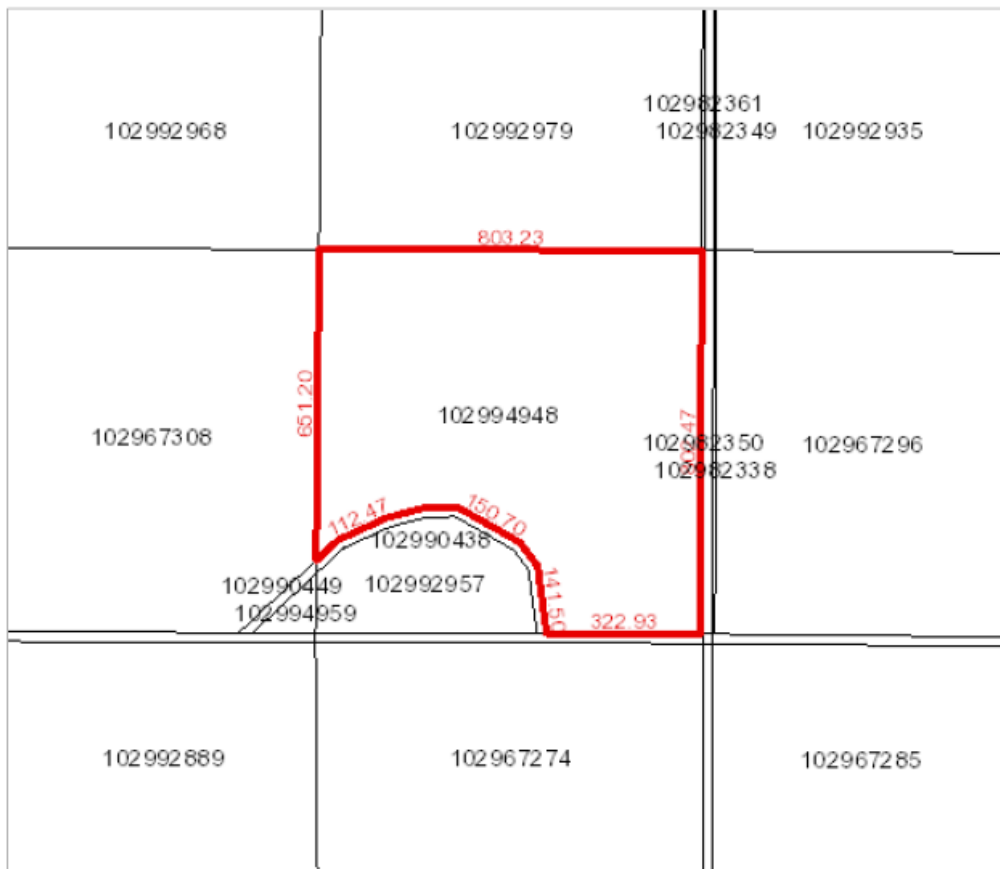
OFFER SCHEDULE "A"- 7 OF 8

Surface Parcel: 102994948
Reference Land Description: SE Sec 26 Twp 21 Rge 09 W 3 Extension 2 as described on Certificate of Title 91MJ14724A which describes this parcel and other parcel(s) with the same land description tied to this one.



Surface Parcel Number: 102994948

REQUEST DATE: Tue Apr 30 19:19:56 GMT-06:00 2024



Owner Name(s) : KEVIN WILLMS FARMS LTD.

Municipality : RM OF CANAAN NO. 225

Title Number(s) : 150428369

Parcel Class : Parcel (Generic)

Land Description : SE 26-21-09-3 Ext 2

Source Quarter Section : SE-26-21-09-3

Commodity/Unit : Not Applicable

Area : 54.089 hectares (133.66 acres)

Converted Title Number : 91MJ14724A

Ownership Share : 1:1

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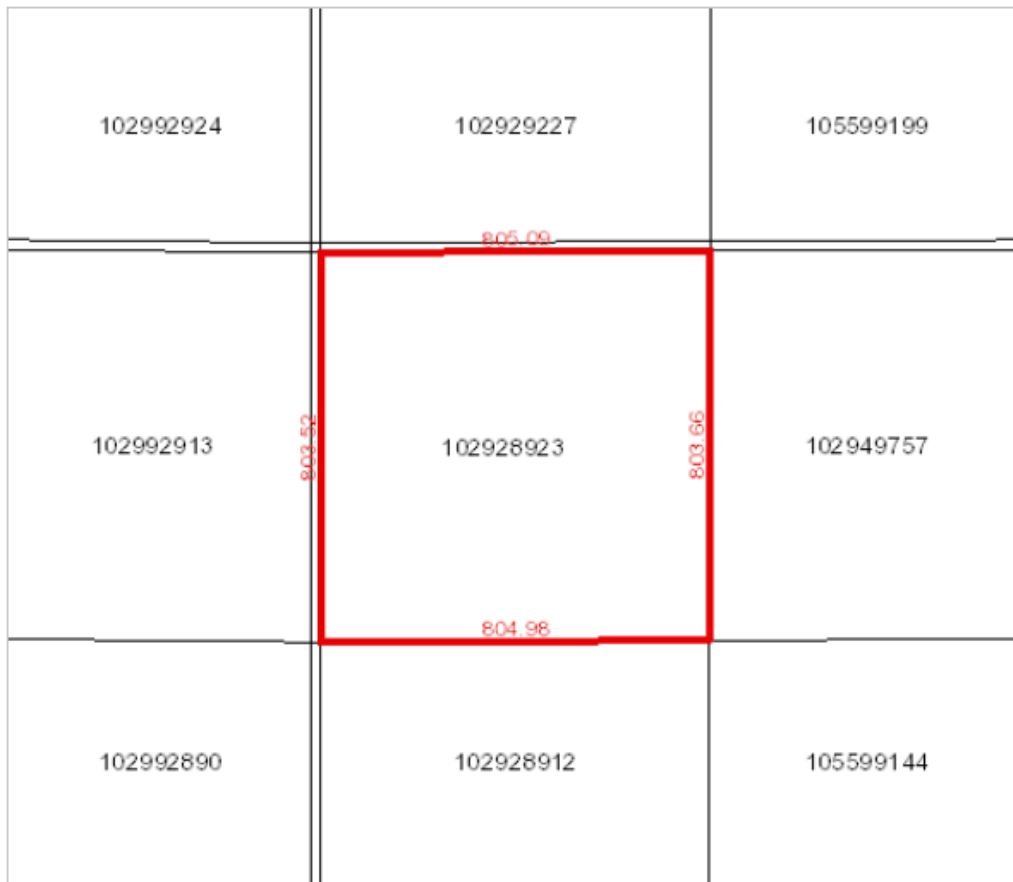
OFFER SCHEDULE "A"- 8 OF 8

Surface Parcel: 102928923
Reference Land Description: NW Sec 19 Twp 21 Rge 08 W 3 Extension 0
As described on Certificate of Title 83MJ18467.



Surface Parcel Number: 102928923

REQUEST DATE: Tue Apr 30 19:17:13 GMT-06:00 2024



Owner Name(s) : KEVIN WILLMS FARMS LTD.

Municipality : RM OF CANAAN NO. 225

Title Number(s) : 150545257

Parcel Class : Parcel (Generic)

Land Description : NW 19-21-08-3 Ext 0

Source Quarter Section : NW-19-21-08-3

Commodity/Unit : Not Applicable

Area : 64.691 hectares (159.85 acres)

Converted Title Number : 83MJ18467

Ownership Share : 1:1

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OFFER SCHEDULE "B"

PARCEL & SHORT LEGAL DESCRIPTION	HIGH BID AMOUNT
PARCEL 1: NW-17-21-10-W3 EXT 0 & SW-17-21-10-W3 EXT 0	\$ _____
PARCEL 2: SW-33-21-9-W3 EXT 0	\$ _____
PARCEL 3: NE-27-21-9-W3 EXT 0 & SE-27-21-9-W3 EXT 0	\$ _____
PARCEL 4: SE-26-21-9-W3 EXT 1 & 2	\$ _____
PARCEL 5: NW-19-21-8-W3 EXT 0	\$ _____
EN BLOC PREMIUM BID	+ \$ 250,000.00
TOTAL PURCHASE PRICE	\$ _____