OFFER TO PURCHASE
OGA ENTERPRISES LTD. - LAND TENDER

TO: OGA ENTERPRISES LTD. (the “Vendor”).

The Offeror offers to purchase the parcel(s) selected below in the R.M. of Round Hill No. 467, together with their buildings, improvements and fixtures (the “Property”), on the terms of this offer and Schedule A. Prices are in Canadian dollars and exclude applicable GST.

Parcel	Land description	Acres	Bid Yes/No	Price offered
A	NW 04-48-13-W3 Ext 0	160.32	_____	$_____
B	NE 04-48-13-W3 Ext 0	159.88	_____	$_____
C	SW 09-48-13-W3 Ext 0	160.37	_____	$_____
D	SE 09-48-13-W3 Ext 0	159.89	_____	$_____
E	NE 09-48-13-W3 Ext 0	158.61	_____	$_____
F	SW 10-48-13-W3 Ext 0	160.07	_____	$_____
G	NW 10-48-13-W3	72.49	_____	$_____
H	SE 16-48-13-W3 Ext 0	158.97	_____	$_____

TOTAL PRICE OFFERED: $_____ DEPOSIT ENCLOSED: $_____

Deposit: 5% of the total price offered, by bank draft or certified cheque payable to Battle River Law in Trust.

If offering on more than one parcel, select one:
[ ] The Vendor may accept any one or more selected parcels at their stated prices.
[ ] All selected parcels must be accepted together as one indivisible offer.

This offer is irrevocable and open for acceptance until 5:00 p.m. on December 18, 2026. Delivery to the Offeror or its solicitor, before that deadline, of a copy signed by the Vendor identifying the accepted parcels and prices creates a binding agreement comprising this offer and Schedule A.

Closing and possession: January 14, 2027, at 12:00 noon.

THIS OFFER TO PURCHASE is made by: _____(the “Offeror”)

Address: _____

Telephone: _____ Email: _____

Lawyer: _____ Lawyer email: _____

_____
Offeror Signature

Vendor Acceptance

The Vendor accepts this offer for the parcels identified below at the prices offered. An indivisible offer must be accepted for all selected parcels. Acceptance of a divisible offer concludes consideration of the remaining parcels under this offer, which are rejected.

Accepted parcel letters	**Total accepted purchase price**
_____	$_____

The price of each accepted parcel is its price stated on page 1.

DATED this _____ day of December, 2026.

OGA ENTERPRISES LTD.

Per: _____
Name and office: Landon Buziak, President
I have authority to bind the corporation.

SCHEDULE A
Terms and Conditions of Sale

1. **Property and parcel selection.** Only the parcels accepted in writing by the Vendor form the Property. Parcel G comprises all six of the following tied surface parcels, which must be purchased together and cannot be accepted separately:

   LSD 13-10-48-13-W3 Ext 1 — Surface Parcel 150437224;
   SW LSD 13-10-48-13-W3 Ext 2 — Surface Parcel 150437235;
   LSD 14-10-48-13-W3 Ext 3 — Surface Parcel 150437268;
   LSD 11-10-48-13-W3 Ext 4 — Surface Parcel 150437257;
   LSD 12-10-48-13-W3 Ext 5 — Surface Parcel 150437280; and
   SE LSD 12-10-48-13-W3 Ext 6 — Surface Parcel 150437291.

   Parcel D includes the residence, farmyard and improvements situated on it. Buildings, structures and fixtures on each accepted parcel are included. Grain and fertilizer bins owned by the Vendor and situated on the accepted parcels are included. Vehicles, machinery, tools, furniture and other movable personal property are excluded unless expressly agreed in writing.

2. **Price and deposit.** The purchase price is the total of the stated prices for the accepted parcels (the "Purchase Price"). A deposit equal to 5% of the total price offered must accompany the offer. Battle River Law shall hold it in trust. If only part of a divisible offer is accepted, 5% of the accepted Purchase Price shall be retained and the excess returned without interest within five business days after acceptance. On completion, the retained deposit is credited against the Purchase Price. If no part of this offer is accepted, the deposit shall be returned without interest within five business days after rejection or expiry. The balance, adjustments and applicable GST shall be paid to Battle River Law in Trust on or before closing. No financing or inspection condition applies.

3. **Closing and possession.** Closing and vacant possession shall occur on January 14, 2027, at 12:00 noon Saskatchewan time, or another date agreed in writing (the "Closing Date"). The Vendor shall deliver the Property free of tenants and other occupants. Risk remains with the Vendor until closing, and any insurance proceeds arising before closing shall be held for the parties as their interests may appear.

4. **Title and discharges.** The Vendor shall transfer title to the accepted parcels free and clear of financial encumbrances and other non-permitted interests, including Interest Register No. 126095700 – FCC Mortgage. The Vendor shall obtain the discharge or release of that registration from each accepted parcel. Discharge may occur after closing under the Vendor's solicitor's usual undertaking, supported by sufficient funds and satisfactory discharge arrangements. Permitted interests are statutory reservations and exceptions, applicable land-use restrictions, standard utility easements of a non-financial nature that do not materially impair use or marketability, and interests created by the Offeror. No other registered interest is accepted merely because it appears on title.

5. **Adjustments.** The Vendor pays all property taxes for 2026 and earlier years. The Offeror pays all 2027 property taxes in full, without proration, and reimburses the Vendor on closing for any 2027 taxes already paid. Rent attributable to 2026 belongs to the Vendor; any rent received for a period after closing shall be credited to the Offeror. Other customary items are adjusted as of closing, with estimated adjustments corrected when actual amounts are available.

6. **GST.** The Purchase Price excludes applicable GST, which is the Offeror's responsibility. Where the Vendor is legally required to collect GST, the Offeror shall pay it at closing. Where the Offeror is entitled and required to self-assess, it shall provide satisfactory registration evidence, declarations and an indemnity, and report and remit the tax as required by law. Any allocation between exempt and taxable

components shall be reasonable and consistent with applicable law; registration alone does not establish that the Vendor is relieved from collecting tax on every component.

7. **Condition and due diligence.** The Property is sold as is, where is, including the residence's unfinished renovations if Parcel D is accepted. The Offeror relies on its own inspections and inquiries. Except for express promises in this agreement, the Vendor makes no representation or warranty concerning condition, suitability, building dimensions, cultivated acreage, yield, assessment, drainage or boundaries. Stated acreages, maps and photographs are informational and are not a survey or warranty. This clause does not excuse fraud or override the Vendor's express obligations concerning title and possession.

8. **Completion documents.** The Vendor shall provide registrable transfer authorizations, a statement of adjustments and customary closing documents. Funds and documents shall be exchanged on reasonable and usual solicitor trust conditions and undertakings. The Vendor shall provide required lender discharge arrangements and obtain any consent required to complete the transfer.

9. **Default.** Time is of the essence. If the Offeror defaults after acceptance, the Vendor may terminate and claim forfeiture of the deposit and other remedies available at law, without double recovery. If the Vendor defaults, the deposit shall be returned without prejudice to the Offeror's remedies. Late unpaid purchase money bears interest at 10% per annum from the Closing Date until payment, except to the extent delay is caused by the Vendor. This provision does not grant an extension of closing.

10. **Costs.** Each party pays its own legal fees. The Offeror pays transfer registration fees. The Vendor pays the cost of discharging non-permitted interests.

11. **Notices.** Notices and acceptance may be delivered to a party or its solicitor at the stated address or email. Email delivery is effective upon receipt; transmission alone is not proof of receipt. Notices to the Vendor may be delivered to Battle River Law, Attention: Aaron Friedman, #201, 1291 – 102nd Street (Box 905), North Battleford, SK S9A 2Z3, aaron@battleriverlaw.ca. Tender offers themselves must be delivered in the sealed-envelope form required by the tender notice.

12. **Assignment and authority.** The Offeror may not assign this agreement without the Vendor's written consent. Multiple Offerors are jointly and severally liable. Each corporate signatory warrants authority. The Offeror is responsible for obtaining any approval required for it to acquire the Property.

13. **Entire agreement.** This offer, the Vendor's written acceptance and Schedule A constitute the entire agreement concerning the sale. No other representation, promise or condition forms part of the agreement. Changes require written agreement of both parties. The parties shall sign further documents reasonably required for completion. If any provision is unenforceable, the remaining provisions continue in effect. Saskatchewan law and applicable Canadian law govern. Counterparts and electronic signatures are effective.