

OFFER TO PURCHASE

THIS OFFER TO PURCHASE is made by _____ (the "**Offeror**").

WHEREAS GALE STONEHOUSE and **WILLIAM STONEHOUSE** (the "**Vendor**") are the sole registered and beneficial owners of all of the shares of GGD Farms Ltd., which owns certain parcels of NW-20-44-23-W3, NE-20-44-23-W3, SE-20-44-23-W3, NW-21-44-23-W3, SW-22-44-23-W3, and SE-22-44-23-W3 as more particularly described in Schedule "B" attached hereto.

AND WHEREAS the Offeror is prepared to buy all of the shares of GGD Farms Ltd. on the following terms:

1. The Offeror hereby offers to purchase all of the shares of GGD Farms on the terms and conditions set forth in this Offer to Purchase including the conditions set out in the Tender, the conditions attached hereto as Schedule "A", and Sale Agreement attached hereto as schedule "B". The Offeror offers to purchase all the shares of GGD Farms Ltd. for the sum of:

TOTAL PURCHASE PRICE: _____

2. This Offer to Purchase may be accepted by the Vendor delivering a fully executed copy of this Offer to Purchase to the Offeror. On acceptance of this Offer to Purchase by the Vendor, this Offer to Purchase will constitute a binding agreement for the purchase and sale of the shares of GGD Farms Ltd.
3. This Offer to Purchase shall be irrevocable and open for acceptance by the Vendor until the end of the Tender Process as determined by the Vendor in their discretion, after which time, if not accepted by the Vendor, this Offer to Purchase shall be null and void and of no further force or effect.
4. In the event that Offeror wishes to amend their Offer to Purchase in accordance with the Tender Process, it is the most recent Offer to Purchase price, in any form whatsoever communicated to Battle River Law, that becomes irrevocable and open for acceptance by the Vendor until the end of the Tender Process as determined by the Vendor. The Offeror is not permitted to lower the price offered, they are only permitted to increase the price offered in accordance with the Tender.

DATED the ____ day of _____, _____.

Name of Offeror(s)

Address of Offeror(s)

If Offeror is a corporation, name(s) and position(s) of signing officer(s)

Phone Number/E-mail

Signature

Name and Address of Solicitor for Offeror(s)

Signature

ACCEPTANCE

THE UNDERSIGNED VENDOR hereby accepts the foregoing Offer to Purchase and agrees to sell the shares of GGD Farms Ltd. to the Offeror on the terms and conditions contained in this Offer to Purchase at the below price as offered irrevocably by the Offeror

DATED the ____ day of _____, 2025.

ACCEPTED PURCHASE PRICE: _____

Gale Stonehouse

William Stonehouse

SCHEDULE "A"

TERMS AND CONDITIONS OF SALE

1. The Purchase Price shall be paid by the Offeror as follows:
 - a. a deposit in the amount of \$50,000.00 shall be delivered by the Offeror with this Offer to Purchase by way of certified payment made payable to "Battle River Law in Trust" and delivered to the Vendor's solicitor; and
 - b. Balance of the purchase price for the successful offer, to be paid to Battle River Law in Trust on or before the Possession Date or the deposit will be forfeited.
2. The Deposit shall be held in trust by the Vendor's solicitor to be dealt with as follows:
 - a. if the Vendor does not accept this Offer to Purchase on or before the end of the Tender Process as determined by the Vendor, the Vendor shall return the Deposit to the Offeror within three (3) business days of the end of the Tender Process;
 - b. if the transaction contemplated by this Offer to Purchase is not completed as a result of the Offeror's default, the Deposit shall be forfeited to the Vendor;
 - c. if the transaction contemplated by this Agreement is not completed due to the Vendor's default, the Deposit shall be returned to the Offeror; and
 - d. on the completion of the purchase and sale of the shares of GGD Farms Ltd. (the "Property"), the Deposit shall be credited in favour of the Offeror against the Purchase Price.
3. The closing date for the transaction of purchase and sale of the Property shall be February 17, 2025 (the "Closing Date"), at which time title of the Property shall be given to the Offeror free and clear of all encumbrances.
4. In the event that the Vendor has not received the full Purchase Price on or before the Closing Date, the Offeror shall pay to the Vendor interest at the rate of ten (10%) per cent per annum on the unpaid portion of the Purchase Price from the Closing Date to the date the Purchase Price is paid in full to the Vendor.
5. On or before the Closing Date, all documents and funds required to be delivered as described herein and in Schedule "A" attached hereto shall be delivered to the Offeror's solicitors and the Vendor's solicitors, as applicable, and shall be held in trust. The Vendor and Offeror agree that the delivery of closing documents and the Purchase Price, as adjusted, shall be exchanged between the Offeror's solicitors and Vendor's solicitors on reasonable and usual trust conditions and undertakings in a form agreed to by the Offeror's solicitors and Vendor's solicitors, acting reasonably.
6. Each party shall be responsible for their own legal fees for this transaction.
7. The Offeror relies entirely upon his/her/its own personal inspection or knowledge of the Property independent of any representation made by or on behalf of the Vendor. The Offeror hereby agrees that he/she/it accepts the Property in an "as is" condition. The Offeror agrees that there are no representations, warranties, guarantees, promises or agreements other than those contained in this Offer to Purchase. The Vendor disclaims any and all warranties, express or implied regarding the Property, including but not limited to the Property's physical or environmental condition, and makes no warranty of merchantability or fitness of the Property for any particular purpose, express or implied. The Offeror releases the Vendor and the Registered Owners from any and all claims at law or equity regarding the Property and the Property's physical or environmental condition, merchantability or fitness for any particular purpose.

8. Any notice, approval, waiver, agreement, instrument, document or communication permitted, required or contemplated in this Offer to Purchase may be given or delivered and accepted or received by the Offeror's solicitors on behalf of the Offeror and by the Vendor's solicitors on behalf of the Vendor and any tender of closing documents or money may be made upon the Vendor's solicitors and the Offeror's solicitors, as the case may be.
9. The Offeror may only assign this Offer to Purchase with the consent of the Vendor.
10. Where more than one person executes this Offer to Purchase as the Vendor, the obligations of such persons hereunder shall be joint and several.
11. This Offer to Purchase shall constitute the entire agreement between the Offeror and the Vendor, with respect to the subject matter herein, and supersedes all prior agreements, understandings, negotiations and discussions with respect thereto, and there is no representation, warranty, collateral agreement or condition affecting this Offer to Purchase or the Property, other than as expressed herein in writing. No modification or amendment to this Offer to Purchase may be made unless agreed to by the parties hereto in writing.
12. If any provision of this Offer to Purchase is wholly or partially invalid or unenforceable under any applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability without invalidating or affecting the remaining provisions hereof.
13. Each party shall, from time to time and at all times, do all such further acts and execute all such further documents and provide all such further assurances as may be reasonably required by the other to fully perform and carry out the terms of this Offer to Purchase in accordance with its true intent and meaning.
14. This Offer to Purchase shall be construed in accordance with and governed by the laws of the province of Saskatchewan and the federal laws of Canada applicable therein, and the courts of the province of Saskatchewan shall have exclusive jurisdiction with respect to determining and enforcing the rights and obligations of the parties.
15. This Offer to Purchase may be executed and delivered in several counterparts and may be delivered by facsimile or other means of electronic communication producing a printed copy, each of which, when so executed and delivered, shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument.

[End of Schedule "A"]

SCHEDULE "B"

SALE AGREEMENT

This page and the following 20 pages form the sale agreement to be executed by the Vendor and Offeror following acceptance of the Offer to Purchase by the Vendor.

_____ (Name of Purchaser)

- and -

GALE STONEHOUSE AND WILLIAM STONEHOUSE

**AGREEMENT TO PURCHASE ALL OF THE SHARES
OF
GGD FARMS LTD.**

DATED AS AT JANUARY _____, 2025 (Date Offer is Accepted)

THIS SHARE PURCHASE AGREEMENT is made effective as of **January ____**, **2025**,

AMONG:

(the "**Purchaser**")

- and -

GALE STONEHOUSE and WILLIAM STONEHOUSE
(the "**Vendor**")

RECITALS:

- A. The Vendor directly owns and controls, beneficially and of record, all of the issued and outstanding shares in the capital of GGD Farms Ltd. (the "**Corporation**"), and the aforementioned shares in the capital of the Corporation are hereinafter referred to as the "**Purchased Shares**".
- B. The Vendor has agreed to sell and transfer to the Purchaser, and the Purchaser has agreed to purchase from the Vendor, all of the Purchased Shares, on the terms and conditions of this Agreement.

THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by each Party, the Parties agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions.

In this Agreement:

"Adjustment Date" means the third Business Day after the Closing Net Working Capital is finally determined in accordance with Section 2.4.

"Affiliate" means, with respect to any Person, any other Person who directly or indirectly controls, is controlled by, or is under direct or indirect common control with, such Person, and includes any Person in like relation to an Affiliate. A Person shall be deemed to **"control"** another Person if such Person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such other Person, whether through the ownership of voting securities, by contract or otherwise; and the term **"controlled"** shall have a similar meaning.

"Agreement" means this share purchase agreement and all the Exhibits attached hereto, as may be amended, restated, or supplemented.

"Applicable Law" means, with respect to any Person, property, transaction, event or other matter, (a) any foreign or domestic constitution, treaty, law, statute, regulation, code, ordinance, principle of common law or equity, rule, municipal by-law, Order or other requirement having the force of law, (b) any policy, practice, protocol, standard or guideline of any Governmental Authority which, although not necessarily having the force of law, is regarded by such Governmental Authority as requiring compliance as if it had the force of law (collectively, the "**Law**") relating or applicable to such Person, property,

transaction, event or other matter and also includes, where appropriate, any interpretation of the Law (or any part thereof) by any Person having jurisdiction over it, or charged with its administration or interpretation.

“Books and Records” means the Financial Records and all other books and records of the Corporation, including the minute books of the Corporation.

“Business” means the business of the Corporation as carried on at Closing.

“Business Day” means a day that is not a Saturday, Sunday or statutory holiday in North Battleford, Saskatchewan, and on which the principal commercial banks in North Battleford, Saskatchewan are open for the transaction of commercial banking business during regular business hours.

“Closing” means the completion of the purchase and sale of the Purchased Shares in accordance with the provisions of this Agreement.

“Closing Date Balance Sheet” means the consolidated balance sheet of the Corporation as at 12.00 a.m. (Saskatchewan time) on the Closing Date, prepared in accordance with GAAP, consistently applied with those used in the preparation of the Financial Statements, as finally determined in accordance with the provisions of Section 2.4.

“Closing Date” means **12:00 a.m. on** February 17, 2025, or such earlier or later date as may be agreed to in writing by the Purchaser and the Vendor.

“Closing Net Working Capital” means the amount, whether positive or negative, equal to the total of the Corporation’s Current Assets *minus* the total of its Current Liabilities as shown on the Closing Date Balance Sheet.

“Closing Time” means the time of Closing on the Closing Date provided for in Section 4.1.

“Confidential Information” means all confidential and proprietary information and data of or relating to the Corporation or the Business which is of a confidential or proprietary nature.

“Current Assets” means, without duplication, the following current assets of the Corporation which, in accordance with GAAP, are shown or should be shown on the balance sheet of the Corporation as current assets: cash, cash equivalents and short-term cash investments.

“Current Liabilities” means the current liabilities of the Corporation which, in accordance with GAAP, are shown, or should be shown on the balance sheet of the Corporation as “current liabilities”, including accounts payable, accrued liabilities in respect of any goods purchased by, or services performed for the Corporation prior to the Closing Time, deferred revenue, rent and other amounts payable under property leases, GST/HST payable, capital Taxes, and other Taxes payable, including income taxes..

“Financial Records” means all books of account and other financial data and information of the Corporation, and includes all such records, data and information stored electronically, digitally or on computer-related media.

“Financial Statements” means the annual financial statements of the Corporation for the 2024 fiscal year.

“GST/HST” means all goods and services tax and harmonized sales tax imposed under Part IX of the *Excise Tax Act* (Canada).

“Governmental Authority” means:

- (a) any domestic or foreign government, whether national, federal, provincial, state, territorial, municipal or local (whether administrative, legislative, executive or otherwise);
- (b) any agency, authority, ministry, department, regulatory body, court, central bank, bureau, board or other instrumentality having legislative, judicial, taxing, regulatory, prosecutorial or administrative powers or functions of, or pertaining to, government;
- (c) any court, tribunal, commission, individual, arbitrator, arbitration panel or other body having adjudicative, regulatory, judicial, quasi-judicial, administrative or similar functions; and
- (d) any other body or entity created under the authority of or otherwise subject to the jurisdiction of any of the foregoing, including any stock or other securities exchange or professional association.

“Income Tax Act” means the *Income Tax Act*, R.S.C. 1985, c.1 (5th Supplement).

“Indemnified Party” means a Person whom the Vendor, or any of them, or the Purchaser, as the case may be, is required to indemnify under Article 6.

“Indemnifying Party” means, in relation to an Indemnified Party, the Party to this Agreement that is required to indemnify such Indemnified Party under Article 6.

“Law” has the meaning set out in the definition of “Applicable Law”.

“Legal Proceeding” means any litigation, action, application, suit, investigation, hearing, claim, deemed complaint, grievance, civil, administrative, regulatory or criminal, arbitration proceeding or other similar proceeding, before or by any court, tribunal or Governmental Authority, and includes any appeal or review thereof and any application for leave for appeal or review.

“Lien” means any lien, mortgage, charge, hypothec, pledge, security interest, prior assignment, option, warrant, lease, sublease, right to possession, encumbrance, claim, right or restriction which affects, by way of a conflicting ownership interest or otherwise, the right, title or interest in or to any particular property.

“Net Target Working Capital Difference” means the Closing Net Working Capital *minus* the Target Net Working Capital.

“Order” means any order, directive, judgment, decree, injunction, decision, ruling, award or writ of any Governmental Authority.

“Party” means a party to this Agreement and any reference to a Party includes its successors and permitted assigns, and **“Parties”** means every Party.

“Person” is to be broadly interpreted and includes an individual, a corporation, a partnership, a trust, an unincorporated organization, a Governmental Authority, and the executors, administrators or other legal representatives of an individual in such capacity.

“Purchaser’s Counsel” means the law firm _____.

“Purchaser’s Indemnified Parties” means the Purchaser, the Purchaser’s Affiliates (including the Corporation after Closing), and their respective directors, officers, employees and agents.

“Representative”, when used with respect to a Party, means each director, officer, employee, trustee, partner, agent, consultant, adviser and other representative of that Party who is involved in the transactions contemplated by this Agreement.

“Target Net Working Capital” means **\$0.00**.

“Taxes” means, with respect to any Person, all supranational, national, federal, provincial, state, local and other taxes, including income taxes under the Income Tax Act, branch taxes, profits taxes, capital gains taxes, gross receipts taxes, windfall profits taxes, value added taxes, severance taxes, ad valorem taxes, property taxes, capital taxes, net worth taxes, production taxes, sales taxes, use taxes, licence taxes, excise taxes, franchise taxes, Environmental taxes, transfer taxes, withholding or similar taxes, payroll taxes, employment taxes, employer health taxes, government pension plan premiums and contributions, social security premiums, workers’ compensation premiums, employment/unemployment insurance or compensation premiums and contributions, stamp taxes, occupation taxes, premium taxes, alternative or add-on minimum taxes, GST/HST, customs duties or other taxes of any kind whatsoever imposed or charged by any Governmental Authority and any installments in respect thereof, together with any tax indemnity obligation, interest, penalties, or additions with respect thereto and any interest in respect of such additions or penalties, and whether disputed or not and **“Tax”** means any such Taxes.

“Transaction Documents” means, collectively, this Agreement and all agreements, instruments, certificates and other documents as are required or authorized by this Agreement and the other agreements, instruments, certificates and other documents executed pursuant hereto or thereto or in connection herewith or therewith.

“Vendor’ Accountant” means Swanson Gryba & Company.

“Vendor’s Counsel” means Battle River Law.

1.2 Accounting Principles.

Whenever in this Agreement reference is made to generally accepted accounting principles, or to GAAP, such reference shall be deemed to be to the Canadian accounting standards for private enterprises from time to time approved by the Chartered Professional Accountants of Canada, or any successor entity thereto, applicable as at the date on which such principles are to be applied or on which any calculation or determination is required to be made in accordance with such principles.

1.3 Actions on Non-Business Days.

If any payment is required to be made or other action (including the giving of notice) is required to be taken pursuant to this Agreement on a day which is not a Business Day, then such payment or action shall be considered to have been made or taken in compliance with this Agreement if made or taken on the next succeeding Business Day.

1.4 Currency and Payment Obligations.

Except as otherwise expressly provided in this Agreement:

- (a) all dollar amounts referred to in this Agreement are stated in Canadian dollars;
- (b) any payment contemplated by this Agreement shall be made by wire transfer of immediately available funds to an account specified by the payee, or by any other method that provides immediately available funds; and
- (c) except in the case of any payment due on the Closing Date, any payment due on a particular day must be received by and be available to the payee not later than 2:00 p.m. (Saskatchewan time) on the due date at the payee's address for notice under Section 8.2 or such other place as the payee may have specified in writing to the payor in respect of a particular payment, and any payment made after that time shall be deemed to have been made and received on the next Business Day.

1.5 Calculation of Interest.

In calculating interest payable under this Agreement for any period of time, the first day of such period shall be included and the last day of such period shall be excluded.

1.6 Calculation of Time.

In this Agreement, a period of days shall be deemed to begin on the first day after the event which began the period and to end at 5:00 p.m. (Saskatchewan time) on the last day of the period. If any period of time is to expire hereunder on any day that is not a Business Day, the period shall be deemed to expire at 5:00 p.m. (Saskatchewan time) on the next succeeding Business Day, unless expressly provided otherwise herein.

1.7 Additional Rules of Interpretation.

- (a) *Gender and Number.* In this Agreement, unless the context requires otherwise, words in one gender include all genders and words in the singular include the plural and vice versa.
- (b) *Headings and Table of Contents.* The inclusion in this Agreement of headings of Articles and Sections and the provision of a table of contents are for convenience of reference only and are not intended to be full or precise descriptions of the text to which they refer.
- (c) *Section References.* Unless the context requires otherwise, references in this Agreement to Sections, or Exhibits are to Sections, or Exhibits of this Agreement or Sections of the Disclosure Letter, as the case may be.

- (d) *Words of Inclusion.* Wherever the words “include”, “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation” and the words following “include”, “includes” or “including” shall not be considered to set forth an exhaustive list.
- (e) *References to this Agreement.* The words “hereof”, “herein”, “hereto”, “hereunder”, “hereby” and similar expressions shall be construed as referring to this Agreement in its entirety and not to any particular Section or portion of it.
- (f) *Statute References.* Unless otherwise indicated, all references in this Agreement to any statute include the regulations thereunder, in each case as amended, re-enacted, consolidated or replaced from time to time, and in the case of any such amendment, re-enactment, consolidation or replacement, reference herein to a particular provision shall be read as referring to such amended, re-enacted, consolidated or replaced provision and also include, unless the context otherwise requires, all applicable guidelines, bulletins or policies made in connection therewith.
- (g) *Document References.* All references herein to any agreement (including this Agreement), document or instrument mean such agreement, document or instrument as amended, supplemented, modified, varied, restated or replaced from time to time in accordance with the terms thereof and, unless otherwise specified therein, includes all schedules and exhibits attached thereto.

1.8 Schedules.

The attached Schedule “A” attached to this Agreement shall be incorporated in this Agreement by reference and are deemed to be a part hereof

ARTICLE 2 PURCHASE OF PURCHASED SHARES

2.1 Purchase and Sale.

At the Closing Time (which shall be 12:00 a.m. on February 17, 2025), on and subject to the terms and conditions of this Agreement, the Vendor shall sell to the Purchaser, and the Purchaser shall purchase from the Vendor, all but not less than all of the Purchased Shares.

2.2 Amount of Purchase Price.

As payment in full for the Purchased Shares, the Purchaser shall pay to the Vendor, in the manner set forth in this Article 2, an aggregate purchase price equal to, subject to adjustment pursuant to Sections 2.4 and 2.5:

- (a) _____ (the amount offered by the Purchaser and Accepted by the Vendor through the tender process); and
- (b) *plus*, the amount of the Net Target Working Capital Difference, if positive, or *minus* the absolute amount of Net Target Working Capital Difference, if negative.

(such amount being referred to as the “**Purchase Price**”).

2.3 Payment of Purchase Price.

- (a) The Purchaser shall satisfy the Purchase Price at the Closing Time by payment in cash to Vendor's Counsel, in trust for the Vendor, in an amount equal to _____ (the "**Closing Payment**"). Note that the Closing Payment shall account for the \$50,000.00 deposit previously paid to the Vendor's Counsel in trust for the Vendor (the "**Deposit**"), as such the Closing Payment shall be \$50,000.00 less than the amount listed in paragraph 2.2(a) above.
- (b) The Closing Payment shall be paid to Vendor's Counsel, in trust, on behalf of the Vendor and will be distributed by Vendor's Counsel to the Vendor. Vendor's Counsel shall hold in trust \$20,000.00 until the adjustment in Sections 2.4 and 2.5 below are finally decided by the Vendor's Accountant (the "**Holdback**").

2.4 Preparation of Closing Date Balance Sheet

Promptly after the Closing Time, the Vendor's Accountant shall prepare the Closing Date Balance Sheet and a calculation of Closing Net Working Capital, which shall be delivered to the Purchaser no later than 120 days following the Closing Date. The Vendor shall pay the fees and expenses incurred in connection with the preparation of the Closing Date Balance Sheet and the calculation of Closing Net Working Capital.

2.5 Post-Closing Payments.

On the Adjustment Date:

- (a) if the Purchase Price exceeds the Closing Payment plus the Deposit, the Purchaser shall pay to the Vendor's Counsel, in trust, on behalf of the Vendor, the amount of such excess; or
- (b) if the Purchase Price is less than the Closing Payment plus the Deposit, then the Vendor shall forthwith pay to the Purchaser's Counsel, in trust, on behalf of the Purchaser, an amount equal to such difference, such amount to first be satisfied by the payment of the Holdback to Purchaser's Counsel; and
- (c) any payment made in accordance with the terms of this Section 2.5 shall, unless otherwise required by Applicable Law, (i) be deemed to be an adjustment to the Purchase Price and (ii) be allocated among the Purchased Shares in accordance with the mutual agreement of the Purchaser and the Vendor.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Vendor.

The Vendor represents and warrants to the Purchaser that the representations and warranties contained in this Section 3.1 are true, correct and complete:

- (a) *Enforceability of Obligations.* This Agreement constitutes a valid and binding obligation of the Vendor, enforceable against the Vendor in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, receivership, moratorium or other Laws relating to or affecting the rights and remedies of creditors generally and to general equitable principles.

- (b) *Absence of Conflicting Agreements.* The execution, delivery and performance of this Agreement by the Vendor and the completion of the transactions contemplated by this Agreement do not and will result in or constitute the violation of any Applicable Law.
- (c) *Ownership of Purchased Shares.* The Vendor is, and at the Closing Time will be, the registered and beneficial holders of the Purchased Shares, with good and marketable title thereto, free and clear of all Liens or agreements or commitments of any type relating to the issuance, sale or transfer of such shares in the capital of the Corporation.
- (d) *Organization of the Corporation.* The Corporation is incorporated, organized and subsisting under the laws of Saskatchewan. There are no rights, subscriptions, warrants, options, conversion rights, calls, commitments or plans or agreements of any kind outstanding which would enable any Person to purchase or otherwise acquire any shares or other securities of the Corporation including, without limitation, any securities convertible into or exchangeable or exercisable for shares or other securities of the Corporation.
- (e) *Qualification to do Business.* The Corporation is registered, licensed or otherwise qualified to do business under the Laws of each jurisdiction in which it currently conducts business.
- (f) *Corporate Records.* The minute books of the Corporation has been maintained in accordance with Applicable Law and contain true, correct and complete copies of its articles, its by-laws, the minutes of every meeting of its board of directors and every committee thereof and of its shareholders and every written resolution of its directors and shareholders.
- (g) *Bankruptcy, Insolvency and Reorganization.* The Corporation is not an insolvent person within the meaning of the *Bankruptcy and Insolvency Act* (Canada), and the Corporation has not made an assignment in favour of its creditors or a proposal in bankruptcy to its creditors or any class thereof or had any petition for a receiving order presented in respect of it.
- (h) *Books and Records.* All material financial transactions of the Corporation have been accurately recorded in the Financial Records in accordance with sound business and financial practice, and the Financial Records accurately reflect the basis for the financial condition and the revenues, expenses and results of operations of the Corporation as of and to the date hereof.
- (i) *Title to and Sufficiency of Assets.* The Corporation has good and marketable legal and beneficial title to all of its property and assets, free and clear of any and all Liens. The entirety of the property and assets owned by the Corporation are listed in Schedule "A".
- (j) *Property Taxes:* The Corporation shall have paid all property taxes owing in respect of the land listed in Schedule "A" for the 2024 tax year prior to Closing.
- (k) *Independent Legal Advice.* The Vendor, prior to her execution of this Agreement and any Transaction Document to which the Vendor is a party, has either (i)

obtained independent legal advice as to such Vendor's rights and obligations under this Agreement and the Transaction Documents to which it is a party, or (ii) has been under no compulsion to act and has deliberately chosen not to obtain independent legal advice, and the Vendor understand all of their rights and obligations under this Agreement and the Transaction Documents to which the Vendor is a party and is executing this Agreement and the Transaction Documents to which it is a party voluntarily.

3.2 Representations and Warranties of the Purchaser.

The Purchaser represents and warrants to the Vendor as follows: (Note: If the Purchaser is not a Corporation paragraph 3.2 will need to be amended to accommodate the legal authority of the Purchaser.)

- (a) *Incorporation and Corporate Power.* The Purchaser is a corporation incorporated, organized and subsisting under the laws of the Province of Saskatchewan. The Purchaser has the corporate power, authority and capacity to execute and deliver this Agreement and all Transaction Documents to be executed by it as contemplated herein and to perform its obligations under this Agreement and under all such Transaction Documents to be executed by it.
- (b) *Authorization by Purchaser.* The execution and delivery of this Agreement and all Transaction Documents to be executed by it as contemplated herein and the completion of the transactions contemplated by this Agreement and all such Transaction Documents to be executed by it have been duly authorized by all necessary corporate action on the part of the Purchaser.
- (c) *Enforceability of Obligations.* This Agreement constitutes, and each Transaction Document that is an agreement and to be executed by the Purchaser, and will constitute at Closing, a valid and binding obligation of the Purchaser, enforceable against the Purchaser in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity).
- (d) *Due Diligence:* The Purchaser has taken all steps it considers required to inform itself of the status of the Corporation and is satisfied with the disclosure and searches that it has performed to agree to this Agreement.
- (e) *Independent Legal Advice.* The Purchaser, prior to their execution of this Agreement and any Transaction Document to which the Purchaser is a party, has either (i) obtained independent legal advice as to the Purchaser's rights and obligations under this Agreement and the Transaction Documents to which it is a party, or (ii) has been under no compulsion to act and has deliberately chosen not to obtain independent legal advice, and the Purchaser understands all of their rights and obligations under this Agreement and the Transaction Documents to which the Vendor, or either of them, is a party and is executing this Agreement and the Transaction Documents to which it is a party voluntarily.

3.3 Survival of Representations, Warranties, and Covenants.

- (a) *Vendor' Representations.* The representations and warranties of the Vendor contained in Section 3.1 and any other agreement, certificate or instrument delivered pursuant to this Agreement by or on behalf of the Vendor shall survive the Closing for a period of three years from the Closing Date, and, notwithstanding the Closing and any inspection or inquiries made by or on behalf of the Purchaser, shall continue in full force and effect for the benefit of the Purchaser.
- (b) *Purchaser's Representations.* The representations and warranties of the Purchaser contained in Section 3.2 and any other agreement, certificate or instrument delivered by or on behalf of the Purchaser pursuant to this Agreement shall survive the Closing for a period of three years from the Closing Date, and notwithstanding the Closing, shall continue in full force and effect for the benefit of the Vendor.
- (c) *Covenants.* All covenants and agreements of the Parties set out herein shall survive the Closing indefinitely or for the period explicitly specified herein.

ARTICLE 4 CLOSING ARRANGEMENTS

4.1 Closing.

The Closing shall take place remotely on the Closing Date via the electronic exchange of documents and signatures (with original copies to follow Closing), or at such other time or date or such other manner as may be agreed in writing by the Vendor and the Purchaser.

4.2 Vendor' Closing Deliveries.

At the Closing, the Vendor shall deliver or cause to be delivered to the Purchaser the following documents, each of which is to be in form and content reasonably acceptable to the Purchaser:

- (a) the certificate or certificates representing the Purchased Shares, duly endorsed for transfer or accompanied by share transfer powers with respect to the Purchased Shares, duly executed in blank by or on behalf of the Vendor, as well as a resolution of the directors and officers approving all past actions of the Corporation;
- (b) the minute books, share certificate books and corporate seal, if any, of the Corporation;
- (c) a certified copy of the resolutions of the directors and the shareholders of the Corporation, authorizing the transactions set out herein; and
- (d) duly executed written resignation and release of each director and each officer of the Corporation; and
- (e) all such other assurances, consents, agreements, documents and instruments as may be reasonably required by the Vendor to complete the transactions provided for in this Agreement, all of which shall be in form and substance satisfactory to the Purchaser's Counsel, acting reasonably.

4.3 Purchaser's Closing Deliveries.

At the Closing, the Purchaser shall deliver or cause to be delivered to the Vendor the following documents and payments:

- (a) the Closing Payment; and
- (b) all such other assurances, consents, agreements, documents and instruments as may be reasonably required by the Vendor to complete the transactions provided for in this Agreement, all of which shall be in form and substance satisfactory to the Vendor' Counsel, acting reasonably.

ARTICLE 5 CONDITIONS OF CLOSING

5.1 Purchaser's Conditions.

The Purchaser shall not be obligated to complete the purchase of the Purchased Shares pursuant to this Agreement unless, at or before the Closing Time (or such other time as may be specified below), each of the conditions listed below in this Section 5.1 has been satisfied, it being understood that the said conditions are included for the exclusive benefit of the Purchaser. The Vendor shall take all such actions, steps and proceedings as are reasonably within its control as may be necessary to ensure that the conditions listed below in this Section 5.1 are fulfilled at or before the Closing Time.

- (a) *Representations and Warranties.* The representations and warranties of the Vendor in Section 3.1 shall be true and correct at the Closing.
- (b) *Vendor's Compliance.* The Vendor shall have performed and complied with all of the terms and conditions in this Agreement on its part to be performed or complied with at or before the Closing Time and shall have executed and delivered or caused to have been executed and delivered to the Purchaser at the Closing all the documents contemplated in Section 4.2 and elsewhere in this Agreement.

5.2 Vendor Conditions.

The Vendor shall not be obligated to complete the transactions contemplated by this Agreement unless, at or before the Closing Time, each of the conditions listed below in this Section 5.2 has been satisfied, it being understood that the said conditions are included for the exclusive benefit of the Vendor. The Purchaser shall take all such actions, steps and proceedings as are reasonably within the Purchaser's control as may be necessary to ensure that the conditions listed below in this Section 5.2 are fulfilled at or before the Closing Time.

- (a) *Representations and Warranties.* The representations and warranties of the Purchaser in Section 3.2 shall be true and correct at the Closing.
- (b) *Purchaser's Compliance.* The Purchaser shall have performed and complied with all of the terms and conditions in this Agreement on its part to be performed or complied with at or before the Closing Time and shall have executed and delivered or caused to have been executed and delivered to the Vendor at the Closing all the documents contemplated in Section 4.3 and elsewhere in this Agreement.

- (c) *Restraint of Transactions re Vendor.* There shall be no preliminary or permanent injunction, restraining order or decree of any nature or any statute, rule or regulation that is in effect that restrains or prohibits or imposes substantial penalties or damages on the Vendor, or either of them, with respect to (or any other materially adverse relief or remedy in connection with) the consummation of the transactions contemplated hereby or by the Transaction Documents or the performance of the material obligations of the Vendor under this Agreement or the Transaction Documents to which the Vendor, or either of them, is a party, and there shall be no claim or action pending or threatened seeking such relief.

ARTICLE 6 INDEMNIFICATION

6.1 Indemnity by the Vendor.

The Vendor shall indemnify the Purchaser's Indemnified Parties, including the Purchaser and its shareholders, and save them fully harmless against any Damages which may be imposed upon or asserted against or suffered or incurred by the Purchaser's Indemnified Parties as a direct or indirect result of, or arising out of or in connection with or related in any manner whatever to:

- (a) any incorrectness in or breach of any representation or warranty of the Vendor contained in Section 3.1 of this Agreement or in any of the Transaction Document executed and delivered pursuant to this Agreement;
- (b) any breach or any non-fulfilment of any covenant or agreement on the part of the Vendor, or either of them, contained in this Agreement or in any of the Transaction Document executed and delivered pursuant to this Agreement;
- (c) any Legal Proceeding to which the Corporation is a party at any time on or prior to the Closing Date, or to which it becomes a party after the Closing Date arising from facts or circumstances that existed at any time on or prior to the Closing Date; or
- (d) any liabilities or obligations (including any taxes) of the Corporation that arose on or prior to Closing, or are claimed after the Closing Date but relates to a time period before the Closing Date, that are not reflected as liabilities in the Closing Date Balance Sheet.

6.2 Indemnity by the Purchaser.

The Purchaser shall indemnify the Vendor and save them fully harmless against any Damages which may be imposed upon or asserted against or suffered or incurred by the Vendor as a direct or indirect result of, or arising out of or in connection with or related in any manner whatever to:

- (a) any incorrectness in or breach of any representation or warranty of the Purchaser contained in Section 3.2 of this Agreement or in any Transaction Document executed and delivered pursuant to this Agreement; or
- (b) any breach or non-fulfilment of any covenant or agreement on the part of the Purchaser contained in this Agreement or in any Transaction Document executed and delivered pursuant to this Agreement.

6.3 Agency for Non-Parties.

Each Party hereby accepts each indemnity in favour of each of its Indemnified Parties, who are not Parties, as agent and trustee of that Indemnified Party. Each Party may enforce an indemnity in favour of any of that Party's Indemnified Parties on behalf of each such Indemnified Party.

6.4 Adjustment to Purchase Price.

Any payments made under the indemnities provided for in this Article 6 shall be treated by the Purchaser and the Vendor as an adjustment to the Purchase Price hereunder, except to the extent inconsistent with Applicable Law.

ARTICLE 7 COVENANTS

7.1 Mutual General Covenants

- (a) *General.* Each of the Parties shall use its reasonable efforts to take all action and to do all things necessary to consummate the transactions contemplated hereby (including, without limitation, using its reasonable efforts to cause the conditions set forth in Article 5 and Article 6 for which it is responsible to be satisfied as soon as reasonably practicable and to prepare, execute and deliver such further instruments and take or cause to be taken such other and further action as any other Party shall reasonably request) or under any of the Transaction Documents to which such Party is a party or bound in order to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement or any provision hereof, including promptly executing and delivering or causing to be executed and delivered all such further documents and instruments.
- (b) *Other Governmental Matters.* Each of the Parties shall use its reasonable efforts to take any additional action that may be necessary, proper or advisable in connection with any other notices to, filings with, and authorizations, consents and approvals of any Governmental Authority that it may be required to give, make or obtain, including, without limitation, the Consents.

7.2 Vendor Release.

- (a) The Vendor, on his or her own behalf and on behalf of their respective Affiliates and their Affiliates' shareholders, directors, officers, employees, agents, successors and assigns (each the "**Releasor**"), with effect as of the Closing Time, hereby remises, releases and forever discharges the Corporation and its Affiliates and their respective directors, officers, shareholders, employees, successors, and assigns (collectively, the "**Releasees**"), from all actions, suits, proceedings, debts, accounts, bonds, covenants, contracts, claims, liabilities, damages, grievances, executions, judgments and demands of any kind whatever, both in law and in equity, whether implied or express and whether or not known or anticipated (collectively, "**Claims**") which it now has or hereafter may have against the Releasees (or any of them) for or by reason of or in any way arising out of any act, matter or thing done or omitted to be done existing at or at any time prior to the Closing Time, other than with respect to rights of

the Releasor under this Agreement and any other agreement contemplated hereby or delivered in connection with the Closing at the Closing Time.

- (b) Each of the Releasors further agrees not to make any claim or take any proceedings against any other Person who might claim contribution or indemnity from any Party hereto in respect of the matters released in this Section 7.2.
- (c) For greater certainty, Section 7.2(a) shall not (i) relieve the Releasors from any of their respective obligations under this Agreement, including, without limitation, their respective obligations under Article 6 or under any of the Transaction Documents, as applicable; or (ii) obligate the Corporation or any Affiliate of the Corporation to indemnify, or the insurer under any policy of insurance held by the Corporation or such Affiliate, to pay any claim of, a Releasor in respect of any matter or thing in respect of which the Purchaser's Indemnified Parties otherwise have rights against such Releasor under this Agreement, including without limitation, under Article 6.
- (d) For greater certainty, nothing herein contained shall constitute a release or discharge of any Claim for or by reason of, or in any way arising out of, any act, matter, or thing done or omitted to be done after the Closing Time.

7.3 Confidentiality.

The Vendor covenants and agrees that, from and after the Closing Time, they will not disclose, divulge or make use of any Confidential Information, other than to disclose such information to the Purchaser or the Vendor's professional advisors. Notwithstanding the foregoing, if the Vendor is required by Applicable Law to disclose any Confidential Information, the Vendor will provide the Purchaser with notice of such requirement as promptly as practicable (unless not permitted by Applicable Law) so that the Purchaser may seek a protective Order or other appropriate remedy or waive compliance with the foregoing provisions of this Section 7.3. The Vendor will cooperate with the Purchaser in connection with the Purchaser's efforts to seek such an Order or remedy. If the Purchaser does not obtain such an Order or other remedy, or waives compliance with the provisions of this Section 7.3, the Vendor will furnish only that portion of the applicable Confidential Information that is legally required and will exercise commercially reasonable efforts to obtain assurance that confidential treatment will be accorded such disclosed information.

ARTICLE 8 GENERAL

8.1 Expenses.

Except as otherwise expressly provided herein, each Party shall be responsible for all costs and expenses (including any Taxes imposed on such expenses) incurred by it in connection with the negotiation, preparation, execution, delivery and performance of this Agreement and the transactions contemplated by this Agreement (including the fees and disbursements of legal counsel, bankers, investment bankers, accountants, brokers and other advisers).

8.2 Notices.

- (a) *Mode of Giving Notice.* Any notice, direction, certificate, consent, determination or other communication required or permitted to be given or made under this Agreement shall be in writing and shall be effectively given and made if (i) delivered personally, (ii) sent by prepaid courier service or mail, or (iii) sent by

fax or other similar means of electronic communication, including electronic mail, in each case to the applicable address set out below:

(i) if to the Purchaser, to:

(ii) if to the Vendor, to:

Battle River Law
#201, 1291 – 102 Street, Box 905, North Battleford, SK
Attention: Thomas Fransoo
Email: thomas@battleriverlaw.ca

- (b) *Deemed Delivery of Notice.* Any such communication so given or made shall be deemed to have been given or made and to have been received on the day of delivery if delivered, or on the day of faxing or sending by other means of recorded electronic communication, provided that such day in either event is a Business Day and the communication is so delivered, emailed, or sent before 4:30 p.m. (local time of the recipient) on such day. Otherwise, such communication shall be deemed to have been given and made and to have been received on the next following Business Day. Any such communication sent by mail shall be deemed to have been given and made and to have been received on the fifth Business Day following the mailing thereof; provided, however, that no such communication shall be mailed during any actual or apprehended disruption of postal services. Any such communication given or made in any other manner shall be deemed to have been given or made and to have been received only upon actual receipt.
- (c) *Change of Address.* Any Party may from time to time change its address under this Section 8.2 by notice to the other Party given in the manner provided by this Section 8.2.

8.3 Time of Essence.

Time shall be of the essence of this Agreement in all respects.

8.4 Entire Agreement.

This Agreement, together with all agreements referred to herein or executed on the date hereof in connection herewith, including the Transaction Documents, constitutes the entire agreement by and among the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written. There are no conditions, representations, warranties, obligations or other agreements between or among the Parties in connection with the subject matter of this Agreement (whether oral or written, express or implied, statutory or otherwise) except as explicitly set out in this Agreement or any agreements referred to herein or executed on the date hereof in connection herewith, including the Transaction Documents.

8.5 Amendment.

No amendment of this Agreement shall be effective unless made in writing and signed by the Parties.

8.6 Waiver.

A waiver of any default, breach or non-compliance under this Agreement shall not be effective unless in writing and signed by the Party to be bound by the waiver. No waiver shall be inferred from or implied by any failure to act or delay in acting by a Party in respect of any default, breach or non-observance or by anything done or omitted to be done by the other Party. The waiver by a Party of any default, breach or non-compliance under this Agreement will not operate as a waiver of that Party's rights under this Agreement in respect of any continuing or subsequent default, breach or non-observance (whether of the same or any other nature).

8.7 Severability.

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability and will be severed from the balance of this Agreement, all without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. In respect of any provision so determined to be unenforceable or invalid, the applicable Parties agree to use best efforts to negotiate a replacement for the unenforceable or invalid provision that is enforceable and valid in order to give effect to the business intent of the original provision to the extent permitted by Applicable Law and in accordance with the intent of this Agreement, failing which the applicable Parties agree to determine, acting reasonably, whether the unenforceable or invalid provision is of such fundamental importance to the agreement of the Parties as set forth herein that it goes to the root of the business deal among them and whether, as a consequence thereof, the Parties should be released from all or any other of their respective other obligations hereunder.

8.8 Remedies Cumulative.

The rights, remedies, powers and privileges herein provided to a Party are cumulative and in addition to and not exclusive of or in substitution for any rights, remedies, powers and privileges otherwise available to that Party.

8.9 Attornment.

Each Party agrees (a) that any action or proceeding relating to this Agreement shall be brought in any court of competent jurisdiction in the Province of Saskatchewan, and for that purpose now irrevocably and unconditionally attorns and submits to the jurisdiction of such Saskatchewan court; (b) that it irrevocably waives any right to, and will not, oppose any such Saskatchewan action or proceeding on any jurisdictional basis, including *forum non conveniens*; and (c) not to oppose the enforcement against it in any other jurisdiction of any Order duly obtained from an Saskatchewan court as contemplated by this Section 8.9.

8.10 Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the Province of Saskatchewan and the laws of Canada applicable in such Province and this Agreement shall be treated, in all respects, as a Saskatchewan contract.

8.11 Successors and Assigns.

This Agreement shall enure to the benefit of, and be binding on, the Parties and their respective successors and permitted assigns. The Vendor may not assign, transfer, or delegate, whether absolutely, by way of security or otherwise, all or any part of its respective rights or obligations under this Agreement without the prior written consent of the Purchaser. The Purchaser may not assign, transfer, or delegate, whether absolutely, by way of security or otherwise, all or any part of its respective rights or obligations under this Agreement without the prior written consent of the Vendor. Notwithstanding the foregoing, the Purchaser may assign or transfer all or any part of its rights and obligations under this Agreement to an Affiliate of the Purchaser without written consent, provided that no such assignment or transfer shall relieve the Purchaser of its obligations under this Agreement.

8.12 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original and both of which taken together shall be deemed to constitute one and the same instrument. To evidence its execution of an original counterpart of this Agreement, a Party may send a copy of its original signature on the execution page hereof to the other Party by facsimile or email transmission and such transmission shall constitute delivery of an executed copy of this Agreement to the receiving Party.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first above written.

Purchaser:

Per:

Vendor:

SIGNED AND DELIVERED in the presence)
of:)

Witness

)
)
)
)

GALE STONEHOUSE

SIGNED AND DELIVERED in the presence)
of:)

Witness

)
)
)
)

WILLIAM STONEHOUSE

SCHEDULE "A"

As of the Closing Date, the Corporation shall own the following land (all in the Province of Saskatchewan):

1. LSD 10-20-44-23-W3 Ext 34 (9.82 acres)
2. LSD 10-20-44-23-W3 Ext 40 (0.26 acres)
3. LSD 10-20-44-23-W3 Ext 36 (0.35 acres)
4. LSD 10-20-44-23-W3 Ext 35 (8.9 acres)
5. LSD 16-20-44-23-W3 Ext 31 (40.06 acres)
6. LSD 15-20-44-23-W3 Ext 30 (40.02 acres)
7. LSD 9-20-44-23-W3 Ext 29 (38.8 acres)
8. LSD 13-20-44-23-W3 Ext 41 (32.91 acres)
9. LSD 12-20-44-23-W3 Ext 44 (17.5 acres)
10. LSD 11-20-44-23-W3 Ext 41 (1.75 acres)
11. LSD 12-20-44-23-W3 Ext 43 (1.17 acres)
12. LSD 14-20-44-23-W3 Ext 44 (14.68 acres)
13. LSD 14-20-44-23-W3 Ext 45 (3.22 acres)
14. NW-21-44-23-W3 Ext 70 (153.3 acres)
15. NW-21-44-23-W3 Ext 26 (1.26 acres)
16. SE-22-44-23-W3 Ext 2 (99.99 acres)
17. SE-22-44-23-W3 Ext 1 (48.85 acres)
18. SW-22-44-23-W3 Ext 21 (17.13 acres)
19. SW-22-44-23-W3 Ext 67 (119.16 acres)
20. SW-22-44-23-W3 Ext 68 (2.41 acres)
21. LSD 7-20-44-23-W3 Ext 32 (2.54 acres)
22. LSD 8-20-44-23-W3 Ext 33 (15.44 acres)

Any other assets owned as of the closing date shall be dealt with in accordance with the working capital adjustment.