ANDERSON
& COMPANY
LAND TENDER DIVISION

LAND TENDER INFORMATION PACKAGE

RM of Fox Valley No. 171

East of Fox Valley, SK

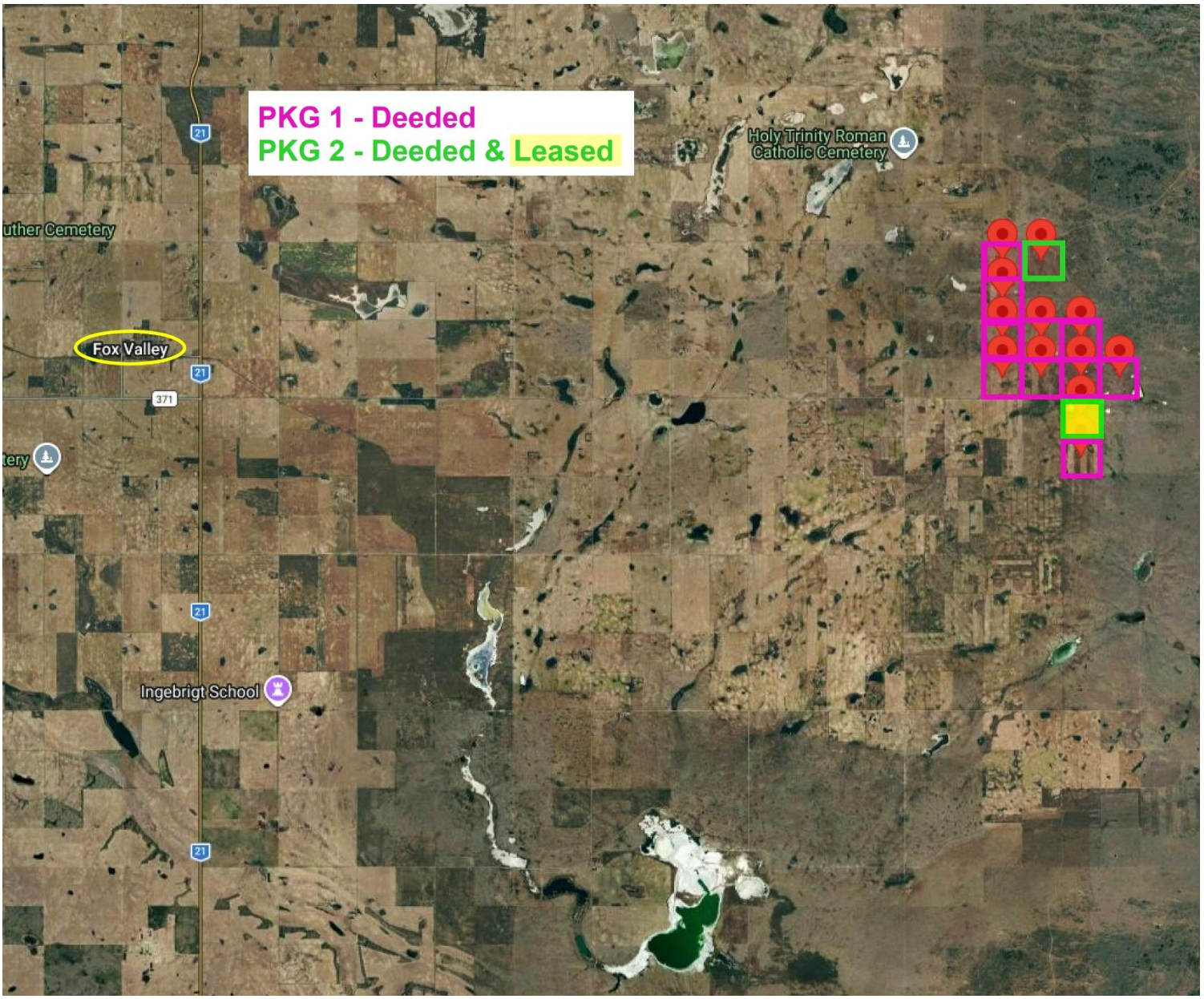
Ron Lerner, Brian Lerner, Stewart Lerner & Calvin Weinberger

Closing: December 2, 2026

Our File No. 38253-001F

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Land For Sale & Lease - RM of Fox Valley. 171

East of Fox Valley, SK

Owners: Ron Lerner, Brian Lerner, Stewart Lerner & Calvin Weinberger

PACKAGE 1: Deeded Land - Tenders Accepted on Any Quarter, Combination, or All							
Deeded Land Description		Assessed Value	Total Acres	Cult. Acres	Cult. Grass	Native Grass	Surface Lease Revenue
1	**NW 34-17-24 W3 Ext 0**	$100,600	160.61		45	115	$1,993
2	**SW 34-17-24 W3 Ext 0**	$97,700	160.44	40	40	80	$2,236
3	**NW 27-17-24 W3 Ext 0**	$89,100	159.84			160	$3,504
4	**NE 27-17-24 W3 Ext 0**	$89,100	160.45			160	$2,071
5	**SE 27-17-24 W3 Ext 0**	$100,200	160.54	40	100		$3,567
6	**SW 27-17-24 W3 Ext 0**	$122,600	159.88	153			$2,066
7	**SW 23-17-24 W3 Ext 0**	$137,800	158.75	158			$4,600*
8	**NW 26-17-24 W3 Ext 0**	$107,900	159.66			160	$3,771
9	**SW 26-17-24 W3 Ext 0**	$97,900	157.91			145	$1,688
10	**SE 26-17-24 W3 Ext 0**	$97,900	163.06			145	$3,834
	TOTALS:	**$1,040,800**	**1,601.14**	**391**	**185**	**965**	**$29,330**

** Gas well has been removed, payments likely halted in the future*

PACKAGE 2: Deeded Land, Ag. Lease & Grazing Allotment - Sold as One Package Only					
Deeded Land Description		Assessed Value	Total Acres	Native Grass	Surface Lease Revenue
1	**NE 34-17-24 W3 Ext 0**	$89,100	160.74	160	$3,041
Agriculture Lease #0103359					
Leased Land Description		Assessed Value	Total Acres	Native Grass	
2	**NW 23-17-24 W3 Ext 0**	$83,700	157.08	150	
Grazing Allotment – Smiley Grazing Corp.					
3	60 Class F grazing shares (60 cow/calf pairs with calf at foot or virgin yearling heifer) and 1 Class T voting share				

AGRICULTURAL LEASE ##0103359 (Expires December 31, 2054):

Tender must be eligible for assignment of lease and a condition is: must acquire the deeded land in order to be eligible. **Call the Ministry of Agriculture, Lands Branch @ 306-778-8957 to determine eligibility.**

GRAZING ALLOTMENT:

The 60 Class F shares and 1 Class T share in Smiley Grazing Corp. (the "**Grazing Allotment**") may be transferred only to a Tenderer who is eligible to hold Saskatchewan Provincial Crown land as a leaseholder, as confirmed by the Ministry of Agriculture, and only with the approval of the Board of Directors of Smiley Grazing Corp. The successful Tenderer must sign the Acknowledgement of New Shareholders (Schedule "A") to the Unanimous Shareholders' Agreement. The Grazing Allotment is sold only together with the deeded land and the Agricultural Lease in Package 2. See Conditions 17 to 22.

CONDITIONS (applicable to Package 1 and Package 2)

1. Tenders must be submitted to the law firm, **Anderson & Company**, by 12:00 o'clock noon, the **2nd day of December 2026**;

2. Highest or any Tender not necessarily accepted;
3. **A cheque for the amount of 3%** of the amount of the bid must accompany the bid (cheques will be returned to unsuccessful bidders);
4. The parcels in Package 1 may be tendered on individually, in any combination, or as a whole. Each Tender must identify the parcel(s) to which it relates, and the price offered for each. **Package 2 will be sold as one package only**;
5. All Surface lease revenue received prior to the Closing Date shall belong to the registered owner and shall not be adjusted;
6. No Tenders subject to financing or other conditions will be accepted;
7. Tenderers must rely on their own research and inspection of the property and confirm acres, assessments and other particulars;
8. The land and lease are offered **as is** and **where is**. There are no warranties or representations of the Vendor, expressed or implied;
9. Tenderers will not be called to the office of the undersigned to finalize the sale. However, at the sole discretion of the Owner, one or more of the highest Tenderers may be contacted by telephone and provided the opportunity to increase or clarify their Tender;
10. The successful Tenderer shall be required, following the close of Tenders, to enter into the Offer to Purchase Agreement attached as **Content #8** and/or **Content #9**;
11. In the event the Purchaser fails to pay the balance of the purchase price on or before the **9th day of December 2026** (the "**Closing Date**"), the deposit equivalent to three (3%) percent of the final Tender shall be forfeited absolutely to the registered owner as liquidated damages or, alternatively, with the consent of the Owner, the Purchaser shall pay interest on the balance owing at the rate of 6% per annum from the Closing Date to the date of payment;
12. No possession shall be granted until the balance of the purchase price has been paid absolutely and unconditionally, unless the parties enter into a written agreement allowing early possession;
13. The registered owner shall pay the costs of preparation of the Transfer Authorization and the lease assignment;
14. The Purchaser shall pay all Land Titles costs for registration of the Transfer Authorization at ISC and the lease assignment fee, and shall be responsible for his/her own solicitor's costs;
15. The Purchaser, in addition to the offer price, shall also pay GST, if applicable. The Purchaser must provide the registered owner with a Certificate as to GST registration; otherwise, the Purchaser shall be required to pay the Vendor GST equivalent to five (5%) percent of the purchase price;
16. Land taxes and lease rental shall be adjusted as of the **31st day of December 2026**. The Vendor pays land taxes and lease rentals to December 31, 2026. The Purchaser pays the same from and after January 1, 2027.

ADDITIONAL CONDITIONS (applicable to Package 2)

17. **Package 2 will be sold as one package only**. The shares of **Smiley Grazing Corp**. described in Item 3 of Package 2 are referred to in these conditions as the "**Grazing Allotment**";
18. Agricultural Lease #0103359: The successful Tenderer must be eligible for assignment of the Agricultural Lease, and acquisition of the deeded land NE 34-17-24 W3 Ext 0 is a condition of that eligibility. Tenderers must contact the Ministry of Agriculture, Lands Branch, at 306-778-8957 to confirm their eligibility prior to submitting a Tender;

19. **Grazing Allotment**: Tenderers must qualify as, and are solely responsible for confirming their eligibility to be, leaseholder(s) of Saskatchewan Provincial Crown lands in order to purchase the Grazing Allotment. The Grazing Allotment will be transferred only concurrently with the transfer of the deeded land and the assignment of the Agricultural Lease comprising Package 2;
20. The transfer of the Grazing Allotment is subject to the approval of the Board of Directors of **Smiley Grazing Corp**. As a condition of purchasing the Grazing Allotment, the successful Tenderer must execute the Acknowledgement of New Shareholders (**Schedule "A"**) and all other documents necessary to become bound by the Unanimous Shareholders' Agreement dated March 1, 2018;
21. Tenderers must rely on their own due diligence, including review of the corporate records of **Smiley Grazing Corp.**, the Unanimous Shareholders' Agreement, and confirmation of the grazing rights attached to the Grazing Allotment;
22. The Purchaser shall be entitled to exercise shareholder rights in **Smiley Grazing Corp.** only after the balance of the purchase price has been paid in full, the share transfer has been recorded in the securities register of **Smiley Grazing Corp.**, and the Purchaser's eligibility as a leaseholder of Saskatchewan Provincial Crown lands has been confirmed by the Ministry of Agriculture;
23. The Vendor shall pay the costs of preparation of the share transfer documents. The Purchaser shall be responsible for his/her own solicitor's costs and any costs of recording the share transfer in the securities register of **Smiley Grazing Corp.**;
24. The parties acknowledge that the transfer of the shares comprising the Grazing Allotment is generally exempt from GST. If Canada Revenue Agency determines that GST is payable on that transfer, the Purchaser shall be solely responsible for such GST and shall indemnify and hold the Vendor harmless from any liability in respect thereof.

Forward bids and inquiries to:

MORRIS A. FROSLIE, ANDERSON & COMPANY
BARRISTERS & SOLICITORS
51 – 1st Ave NW, P.O. BOX 610
SWIFT CURRENT SK S9H 3W4
PHONE: (306) 773-2891
MFroslie@andlaw.ca
File No. 38253-001F

Content 2

Tender for Purchase Form – Package 1

1. I/We, the undersigned, hereby offer and undertake, on acceptance of this Tender, to **purchase the land marked with a checkmark below** at the Bid Amount shown, in accordance with the terms and conditions of the Tender Advertisement and the attached Offer to Purchase Agreement:

LERNER : PACKAGE 1		
Tenders Accepted on Any Quarter, Combination, or All		
Legal Description		**Bid Amount**
☐	**NW 34-17-24 W3 Ext 0**	$_____
☐	**SW 34-17-24 W3 Ext 0**	$_____
☐	**NW 27-17-24 W3 Ext 0**	$_____
☐	**NE 27-17-24 W3 Ext 0**	$_____
☐	**SE 27-17-24 W3 Ext 0**	$_____
☐	**SW 27-17-24 W3 Ext 0**	$_____
☐	**SW 23-17-24 W3 Ext 0**	$_____
☐	**NW 26-17-24 W3 Ext 0**	$_____
☐	**SW 26-17-24 W3 Ext 0**	$_____
☐	**SE 26-17-24 W3 Ext 0**	$_____
	TOTAL AMOUNT BID:	**$**_____

2. I/We, the undersigned, attach a cheque in the amount of **$**_____ as a **3% deposit** for the above purchase price, made payable to Anderson & Company, and understand that the said cheque will be returned if the tender contained herein is not accepted by the Seller.

3. I/We, the undersigned, certify that the below contact information is correct, and hereby authorize the Seller's solicitors, Anderson & Company, to use the same to contact us after the tender deadline of **December 2, 2026, at 12:00 noon** regarding the acceptance/decline of our offer.

_____ _____

Date ***Signature of Tenderer***

Name of Tenderer (Individual or Corporation): **Mailing address:**

_____ _____

If Corporation, Name of Signing Officer: _____

_____ _____

Phone #: _____ **File No. 38253-001F**

Email: _____

Click Here to Open the Bid Forms in a New Tab

Content 3

Tender for Purchase & Lease Form – Package 2

1. I/We, the undersigned, hereby offer and undertake on the acceptance of this tender to **purchase and lease** the package **marked with a checkmark below** in accordance with the terms and conditions in the Tender Advertisement and attached Offer to Purchase Agreement the following land at the Bid Amount:

WEINBERGER: PACKAGE 2		
Sold as One Package Only		
	Description	**Bid Amount**
☐	**Deeded Land:** - NE 34-17-24 W3 Ext 0 **Leased Land (Ag Lease ##0103359)** - NW 23-17-24 W3 Ext 0 **Grazing Allotment – Smiley Grazing Corp. Shares** - 60 Class F grazing shares (60 cow/calf pairs with calf at foot or virgin heifer) - 1 Class T voting share	
	TOTAL AMOUNT BID	$_____

2. I/We, the undersigned, attach a cheque in the amount of **$**_____ as a **3% deposit** for the above purchase price, made payable to Anderson & Company, and understand that the said cheque will be returned if the tender contained herein is not accepted by the Seller.

3. I/We, the undersigned, certify that the below contact information is correct, and hereby authorize the Seller's solicitors, Anderson & Company, to use the same to contact us after the tender deadline of **December 2, 2026, at 12:00 noon** regarding the acceptance/decline of our offer.

_____ _____

Date ***Signature of Tenderer***

Name of Tenderer (Individual or Corporation): **Mailing address:**

_____ _____

If Corporation, Name of Signing Officer: _____

_____ _____

Phone #: _____ **File No. 38253-001F**

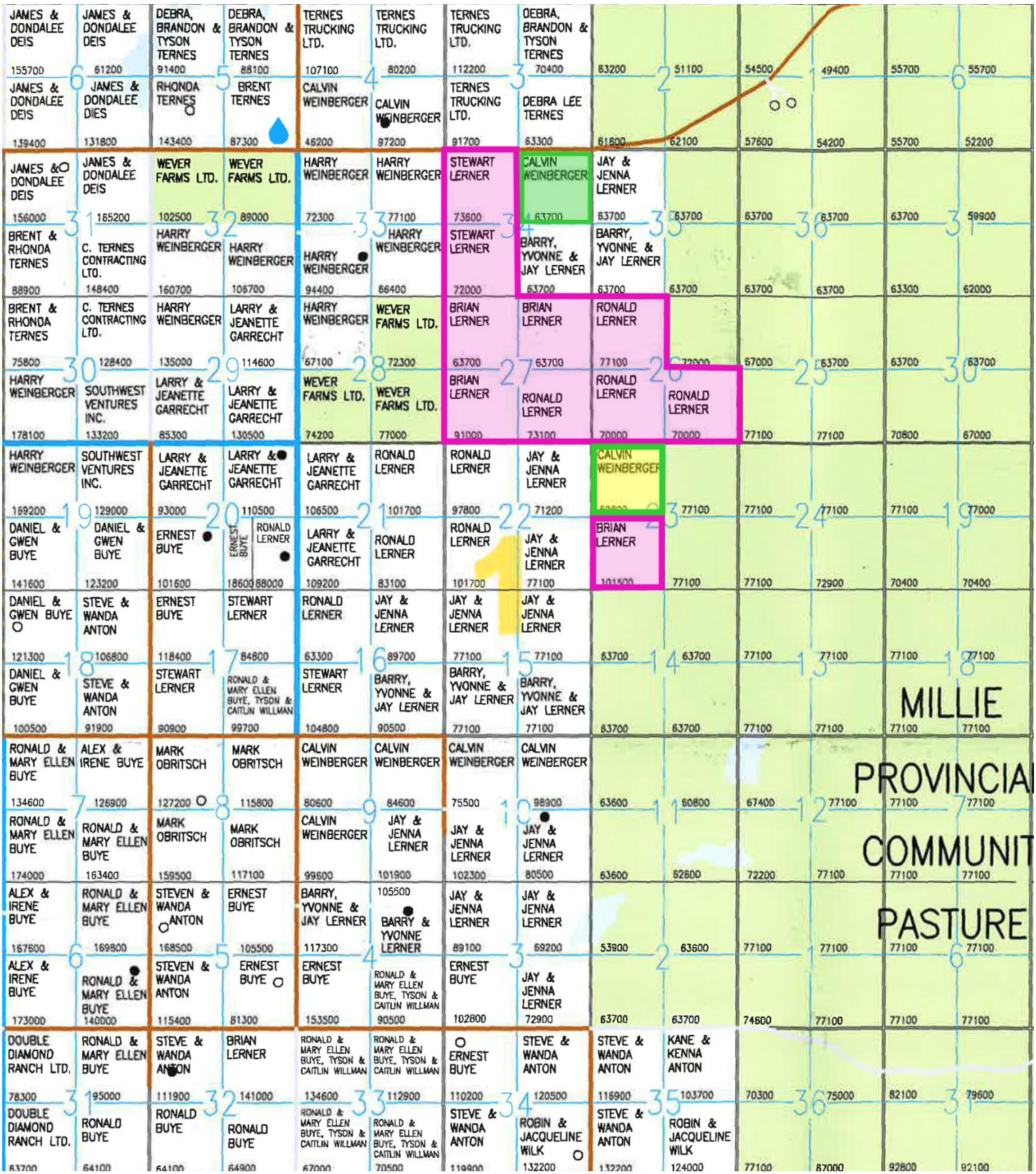
Email: _____

Click Here to Open the Bid Form in a New Tab

Content 4

RM of Fox Valley No. 171– 2024 Map

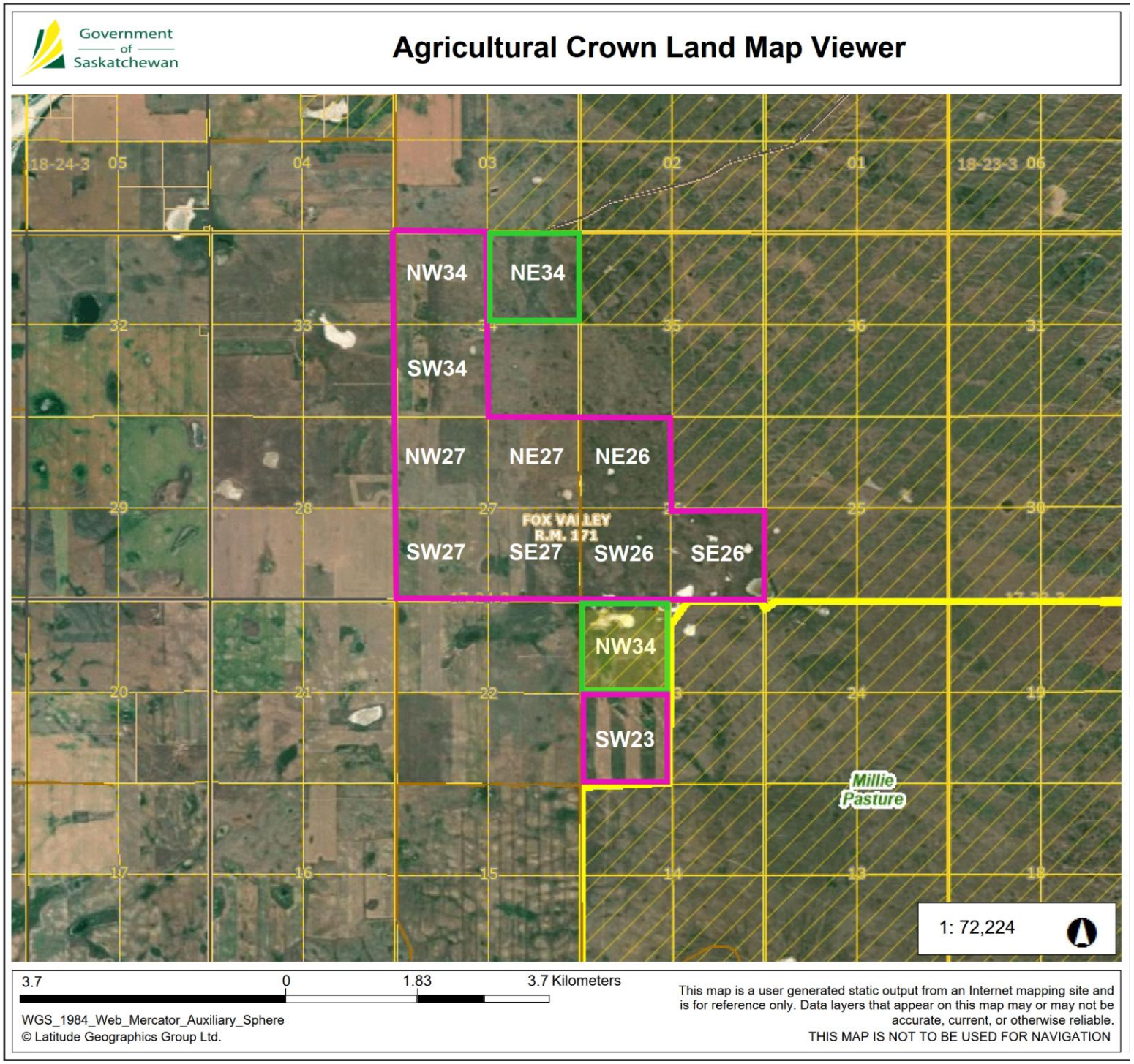
Pink is Package 1 Green is Package 2 (Deeded and Leased Lands)



Content 5

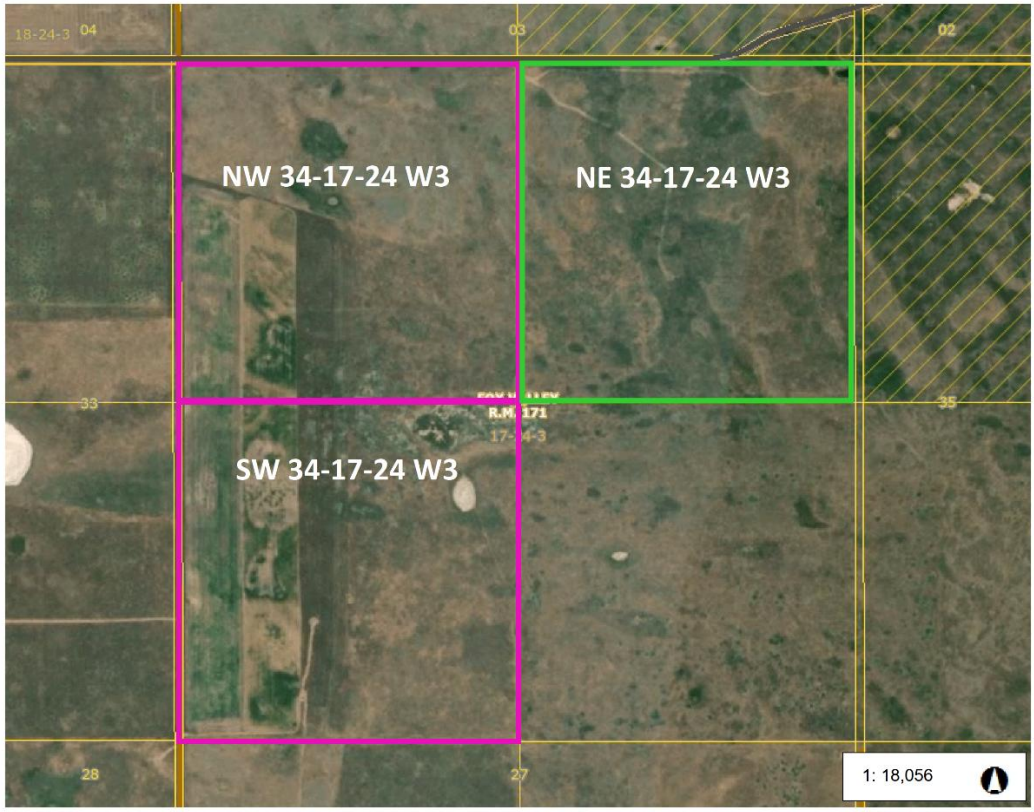
Satellite Images

Pink is Package 1 Green is Package 2 (Deeded and Leased Lands)



Government of Saskatchewan

Agricultural Crown Land Map Viewer



Legend

- Pasture Boundary
- National Park
- Provincial Park
- Recreation Site
- Protected Area
- Authority
- Historic Site
- Regional Park
- City
- Unincorporated Area
- Urban Municipality
- Rural Municipality
- Agricultural Crown Land
- Surface
- First Nations Land

Package 1
Package 2

Notes

NW 34-17-24 W3 Ext 0
NE 34-17-24 W3 Ext 0
SW 34-17-24 W3 Ext 0

0.9 0 0.46 0.9 Kilometers

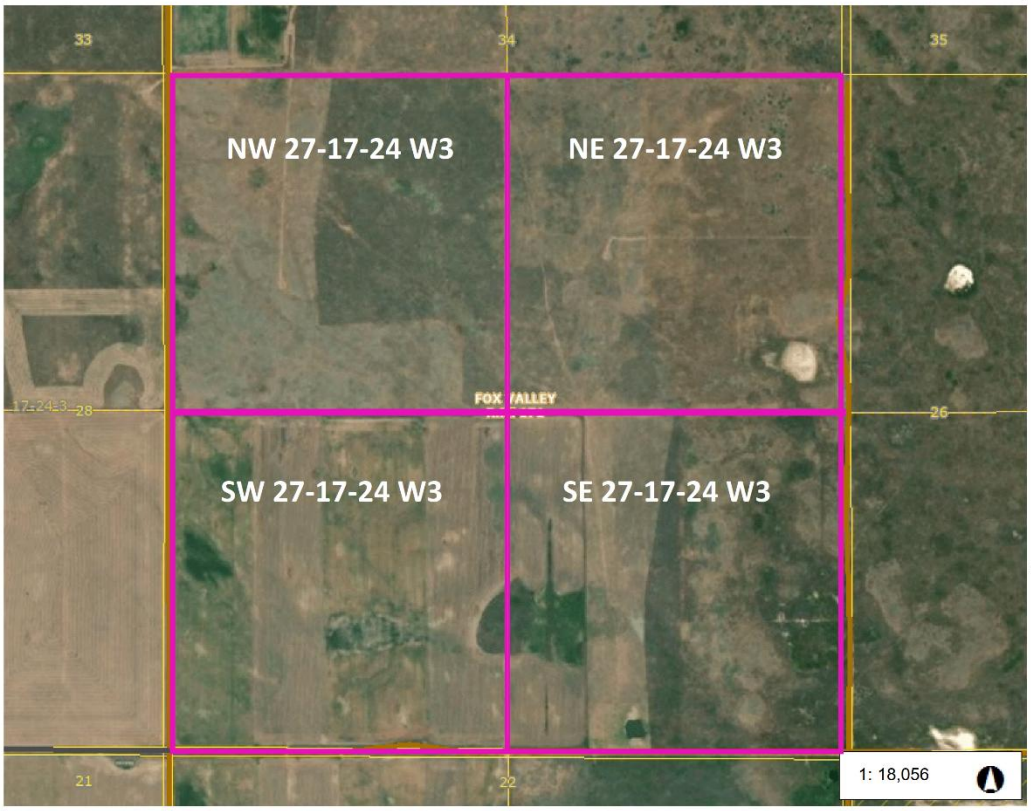
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THIS MAP IS NOT TO BE USED FOR NAVIGATION

Saskatchewan Ministry of Agriculture

Government of Saskatchewan

Agricultural Crown Land Map Viewer



Legend

- Pasture Boundary
- National Park
- Provincial Park
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Package 1
Package 2

Notes

NW 27-17-24 W3 Ext 0
NE 27-17-24 W3 Ext 0
SW 27-17-24 W3 Ext 0
SE 27-17-24 W3 Ext 0

0.9 0 0.46 0.9 Kilometers

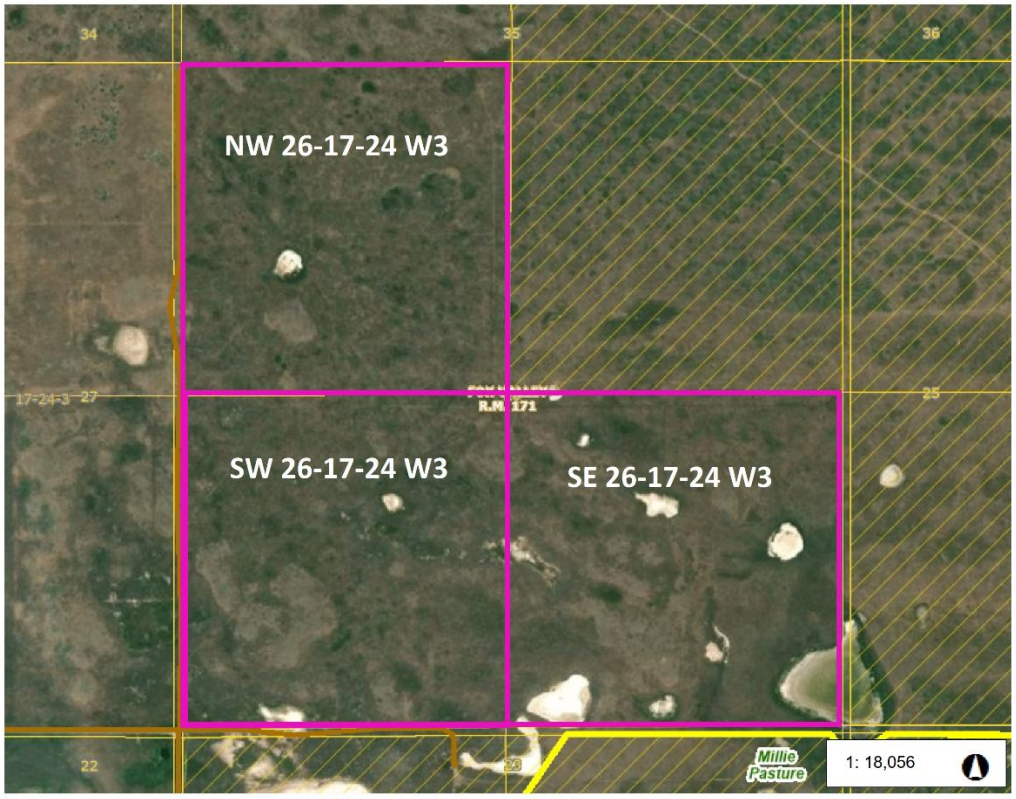
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Saskatchewan Ministry of Agriculture

Government of Saskatchewan

Agricultural Crown Land Map Viewer



Legend

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- Authority
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- Regional Park
- City
- Unincorporated Area
- Urban Municipality
- Rural Municipality
- Agricultural Crown Land
- Surface
- First Nations Land

Package 1
Package 2

Notes

NW 26-17-24 W3 Ext 0
SW 26-17-24 W3 Ext 0
SE 26-17-24 W3 Ext 0

0.9 0 0.46 0.9 Kilometers

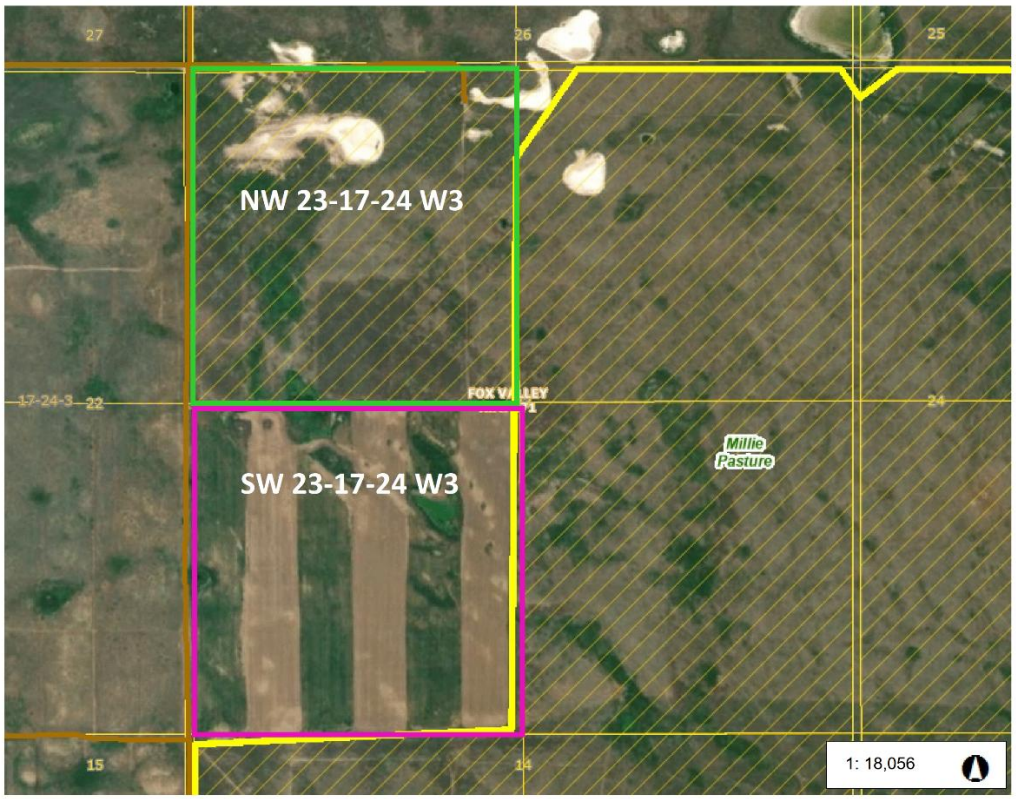
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Saskatchewan Ministry of Agriculture

Government of Saskatchewan

Agricultural Crown Land Map Viewer



Legend

- Pasture Boundary
- National Park
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- Authority
- Historic Site
- Regional Park
- City
- Unincorporated Area
- Urban Municipality
- Rural Municipality
- Agricultural Crown Land
- Surface
- First Nations Land

Package 1
Package 2

Notes

SW 23-17-24 W3 Ext 0
NW 23-17-24 W3 Ext 0 - Lease

0.9 0 0.46 0.9 Kilometers

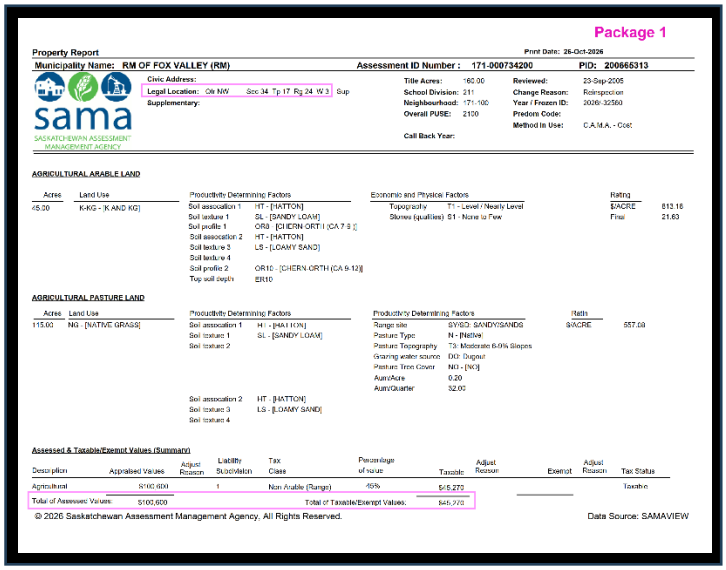
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Saskatchewan Ministry of Agriculture

Content 6

SAMA Reports



Package 1

Property Report

Print Date: 26-Oct-2026

Municipality Name: RM OF FOX VALLEY (RM)

Assessment ID Number : 171-000734200

PID: 200665313

sama
SASKATCHEWAN ASSESSMENT MANAGEMENT AGENCY

Civic Address:

Legal Location: Qtr NW Sec 34 Tp 17 Rg 24 W 3 Sup

Supplementary:

Title Acres: 160.00
School Division: 211
Neighbourhood: 171-100
Overall PUSE: 2100
Call Back Year:

Reviewed: 23-Sep-2005
Change Reason: Reinspection
Year / Frozen ID: 2026/-32560
Predom Code:
Method in Use: C.A.M.A. - Cost

AGRICULTURAL ARABLE LAND

Acres	Land Use
45.00	K-KG - [K AND KG]

Productivity Determining Factors

Soil association 1	HT - [HATTON]
Soil texture 1	SL - [SANDY LOAM]
Soil profile 1	OR8 - [CHERN.ORTH (CA 7.9.1)]
Soil association 2	HT - [HATTON]
Soil texture 3	LS - [LOAMY SAND]
Soil texture 4	
Soil profile 2	OR10 - [CHERN.ORTH (CA 9.12)]
Top soil depth	ER10

Economic and Physical Factors

Topography	T1 - Level / Nearly Level
Stones (qualities)	S1 - None to Few

Rating

$/ACRE	813.18
Final	21.63

AGRICULTURAL PASTURE LAND

Acres	Land Use
115.00	NG - [NATIVE GRASS]

Productivity Determining Factors

Soil association 1	HT - [HATTON]
Soil texture 1	SL - [SANDY LOAM]
Soil texture 2	
Soil association 2	HT - [HATTON]
Soil texture 3	LS - [LOAMY SAND]
Soil texture 4	

Productivity Determining Factors

Range site	SY/SD: SANDY/SANDS
Pasture Type	N - [Native]
Pasture Topography	T3: Moderate 6-9% Slopes
Grazing water source	DO: Dugout
Pasture Tree Cover	NO - [NO]
Aum/Acre	0.20
Aum/Quarter	32.00

Rate

$/ACRE	557.09

Assessed & Taxable/Exempt Values (Summary)

Description	Appraised Values	Adjust. Reason	Liability Subdivision	Tax Class	Percentage of value	Taxable	Adjust. Reason	Exempt	Adjust. Reason	Tax Status
Agricultural	$100,600		1	Non Arable (Range)	46%	$46,276				Taxable
Total of Assessed Values:	$100,600			Total of Taxable/Exempt Values:		$46,276				

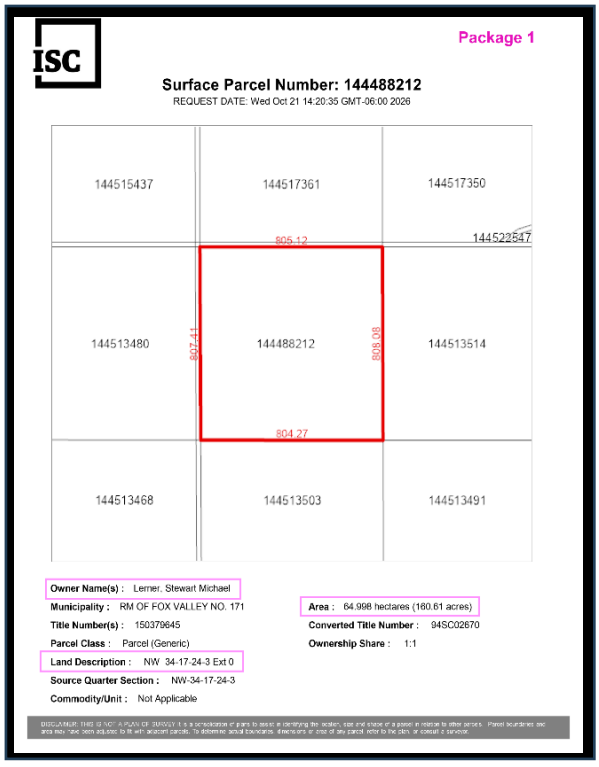
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Data Source: SAMAVIEW

Please click the image to view all SAMA Reports

Content 7

Parcel Pictures



ISC

Package 1

Surface Parcel Number: 144488212

REQUEST DATE: Wed Oct 21 14:20:35 GMT-06:00 2026

144515437 | 144517361 | 144517350

805.12

144522547

144513480 | 144488212 | 144513514

807.41 | 808.08

804.27

144513468 | 144513503 | 144513491

Owner Name(s) : Lerner, Stewart Michael

Municipality : RM OF FOX VALLEY NO. 171

Title Number(s) : 150370645

Parcel Class : Parcel (Generic)

Land Description : NW 34-17-24-3 Ext 0

Source Quarter Section : NW-34-17-24-3

Commodity/Unit : Not Applicable

Area : 64.998 hectares (160.61 acres)

Converted Title Number : 94SC02670

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.

Please click the image to view all Parcel Pictures

Content 8

Offer to Purchase Agreement – Package 1

THIS AGREEMENT DATED FOR REFERENCE THIS 25th DAY OF NOVEMBER 2026.

BETWEEN:

RONALD FRANCIS LERNER
of the District of Fox Valley
in the Province of Saskatchewan

and/or

BRIAN RICHARD LERNER
of the City of Medicine Hat
in the Province of Alberta

and/or

STEWART MICHAEL LERNER
of the District of Veinerville,
in the Province of Albert

HEREINAFTER CALLED THE "VENDOR(S)"

AND:

_____
of _____
in the Province of _____
HEREINAFTER CALLED THE "PURCHASER(S)"

ANDERSON & COMPANY

CONDITIONAL OFFER TO PURCHASE – RURAL PROPERTY

1. **PURCHASE PRICE AND PROPERTY**

1.1 The Purchasers hereby offer to purchase from the Vendors the real property (herein referred to as the "**Purchase Asset**" and/or "**said Property**") for the purchase price of **_____ DOLLARS**, **plus GST** (hereinafter called the "**Purchase Price**") namely:

a) **Land** described in attached **Schedule "A"**
(hereinafter referred to as the "**lands**")

TOTAL PURCHASE PRICE **$_____**

1.2 The **Purchase Price** shall be paid as follows:

a) The sum of **$_____** now deposited in trust with the Law Firm of **ANDERSON & COMPANY**, (the "**Vendors' Solicitors**") the receipt of which is hereby acknowledged;

b) The balance of the purchase price in the amount of **$_____** to be deposited in trust with the Vendors' Solicitors on or before the **9th** day of **December 2026** (the **"Closing Date"**);

c) If the Purchasers do not have a G.S.T. Number the Purchasers shall pay G.S.T. on the Purchase Price.

1.3 Provided the Vendors have provided the Purchasers' Solicitor with a registrable Transfer Authorization in sufficient time to allow and provide the Purchasers' Solicitor to register the same and financing security and draw down the funds prior to the Possession Date and the Purchasers delay in the registration, then the Purchasers agree to pay to the Vendors interest at the rate of **6%** per annum on any portion of the Purchase Price, less mortgages or other encumbrances assumed, not received by the Vendors or their Solicitors as at the possession date, to be calculated from the possession date or receipt by the Purchasers' Solicitor or agent, of a registrable Transfer of Title, whichever last occurs until monies are paid to the Vendors or their aforesaid agents.

2. CONDITIONS PRECEDENT

2.1 The Vendors and the Purchasers agree that the within Offer is subject to the following condition, for the sole benefit of the Vendors, which must be fully satisfied and completed on or before the **Closing Date**, unless the said condition is waived or amended by the Vendors:

a) The within Offer to Purchase is subject to the Purchasers paying the balance of the Purchase Price.

if the above condition precedent is not fully satisfied and completed then this agreement shall terminate and end and the deposit and all interest earned thereon shall be forfeited to the Vendors as liquidated damages.

3. PERMITTED ENCUMBRANCES

3.1 The Vendors agree to provide the Purchasers' Solicitor with a registrable Land Titles Act Transfer Authorization, transferring the said Property to the Purchasers, free and clear of all charges, liens and encumbrances, save and except the Permitted Encumbrances stated in attached **Schedule "A"**.

4. POSSESSION DATE

4.1 The Purchasers shall be entitled to Possession of the said property on the 9th day of December 2026, provided the Purchase Price is paid unconditionally to the Vendors (herein referred to as the "**Possession Date**").

5. TAXES AND ADJUSTMENTS

5.1 Land taxes shall be adjusted as of **December 31, 2026.** The Vendors shall pay land taxes to December 31, 2026; the Purchasers shall pay land taxes from and after January 1, 2027.

5.2 Surface lease revenue received prior to the Closing Date shall belong to the Vendors and shall not be adjusted.

6. G.S.T.

6.1 The Purchasers confirm that they are a registrant under Subdivision D of Division IV of Part IX of the *Excise Tax Act* and undertake and agree to pay all G.S.T. in respect to the

ANDERSON & COMPANY

purchase of the said Property and to hold the Vendors free and clear and indemnified in respect of the same.
The Purchasers' G.S.T. Numbers are:

_____: _____

7. **RISK**

7.1 The Purchased Assets shall remain at the risk of the Vendors until the Possession Date and at the risk of the Purchasers from and after the Possession Date.

8. **WARRANTIES AND REPRESENTATIONS**

8.1 The Vendors warrant and represent and acknowledge that the Purchasers are relying upon such warranties and representations, and which warranties and representations shall be correct at closing and finalization of the within transaction, namely:

a) That as of the Possession Date, or such adjourned Possession Date, the said property shall be free and clear of all charges, liens and encumbrances except as stated herein;

b) That there are no leases existing as to the said property and no third party has any right or interest in regards to the said property except as disclosed herein;

c) The Vendors are Canadian residents for the purposes of and within the definition of the *Income Tax Act*, for Canada;

d) The Vendors shall deliver the said property to the Purchasers on the Possession Date in the same state of repair and condition on the date of this Agreement, reasonable wear and tear excepted;

e) That to the best of the Vendors' knowledge and belief there are no environmental hazards or contamination on or about the lands.

8.2 The Purchasers warrant and represent and acknowledge as follows:

a) The Purchasers agree to purchase the Purchased Assets "as is".

9. **MOVEABLES / GRAIN ON HAND**

9.1 There are no moveables or grain on hand on the Lands.

10. **COSTS AND LEGAL FEES**

10.1 Each party shall be responsible for their respective legal fees regarding this transaction.
10.2 The Vendors shall be responsible for all legal costs to prepare the Transfer Authorization.

10.3 All Land Titles fees with respect to registration of the Transfer Authorization shall be paid by the Purchasers.
10.4 The Purchasers shall be responsible for any costs of preparing and registering a mortgage or other financing documentation.

10.5 The Vendors shall be responsible for any costs in discharging any mortgage or other encumbrance, lien or charge from the title.

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11. **TIME OF THE ESSENCE**

11.1 Time shall be in every respect the essence of this Agreement.

12. **ENTIRE AGREEMENT**

12.1 The Parties hereto acknowledge, covenant and agree that this agreement contains the entire agreement between the Parties and there are not any other warranties and representations other than contained herein.

13. **ENUREMENT**

13.1 The terms "**Purchasers**" and "**Vendors**" in this agreement shall include the Executors, Administrators and assigns of the Purchasers and the Vendors, respectively, and the said terms and references thereto in the singular number or the masculine gender shall include the plural and feminine (neuter in the case of a Corporation) gender where the context so requires.

14. **COUNTERPARTS**

14.1 This Agreement may be executed in any number of counterparts with the same effect as if all parties had all signed the same document. All counterparts will be construed together with and will constitute one and the same agreement. This Agreement may be executed by the parties and transmitted by facsimile transmission and if so executed and transmitted this Agreement will be for all purposes as effective as if the parties had delivered an executed original Agreement.

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THIS OFFER TO PURCHASE DATED this _____ day of _____ 2026.

_____ _____

Witness

_____ _____

Witness

ANDERSON & COMPANY

ACCEPTANCE

THE UNDERSIGNED, Vendors of the property hereby accept the above offer and agree to complete the sale on the terms and conditions in the Offer and should the Vendors fail to, the Purchasers at their option may cancel this contract and withdraw the deposit.

SIGNED and dated at Maple Creek, Saskatchewan, on the _____ day of _____, 2026.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

_____
RONALD FRANCIS LERNER

_____
BRIAN RICHARD LERNER

_____
STEWART MICHAEL LERNER

ANDERSON & COMPANY

THIS IS SCHEDULE "A" TO AN OFFER TO PURCHASE – RURAL PROPERTY DATED FOR REFERENCE THIS 25TH DAY OF NOVEMBER 2026 BETWEEN RONALD FRANCIS LERNER, BRIAN RICHARD LERNER and STEWART MICHAEL LERNER, AS VENDORS, AND _____, AS PURCHASER(S).

SCHEDULE "A"

DEEDED LAND	ACRES	VALUE
Surface Parcel # 144488212 NW 34-17-24-3 Ext 0 As Described on Certificate Of Title 150379645.	160.61	
Surface Parcel # 144513503 SW 34-17-24-3 Ext 0 As Described on Certificate Of Title 150379656.	160.44	
Surface Parcel # 144513288 NW 27-17-24-3 Ext 0 As Described on Certificate Of Title 150382021.	159.84	
Surface Parcel # 144513299 NE 27-17-24-3 Ext 0 As Described on Certificate Of Title 150381884.	160.45	
Surface Parcel # 144513277 SW 27-17-24-3 Ext 0 As Described on Certificate Of Title 150382065.	159.88	
Surface Parcel # 144513266 SE 27-17-24-3 Ext 0 As Described on Certificate Of Title 150370499.	160.54	
Surface Parcel # 144513244 NW 26-17-24-3 Ext 0 As Described on Certificate Of Title 150370185.	159.66	
Surface Parcel # 144513233 SW 26-17-24-3 Ext 0 As Described on Certificate Of Title 150370264.	157.91	
Surface Parcel # 144513222 SE 26-17-24-3 Ext 0		

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As Described on Certificate Of
Title 150370242. 163.06

Surface Parcel # 144513110
SW 23-17-24-3 Ext 0
As Described on Certificate Of
Title 150382098. 158.75

BUILDINGS, FIXTURES AND IMPROVEMENTS

none

TOTAL VALUE **$_____**

PERMITTED ENCUMBRANCES

NW 34-17-24-3 Ext 0:
Interest #181178141 – Caveat in favour of Canadian Natural Resources Limited, registered 10 August 1994 (Converted Instrument #94SC09061);

Interest #181178152 – Caveat in favour of Canadian Natural Resources Limited, registered 10 August 1994 (Converted Instrument #94SC09062);

Interest #181178163 – Caveat in favour of Canadian Natural Resources Limited, registered 16 August 1999 (Converted Instrument #99SC10370).

SW 34-17-24-3 Ext 0:
Interest #181178196 – Caveat in favour of the City of Medicine Hat, registered 24 December 1993 (Converted Instrument #93SC13782);

Interest #181178219 – Caveat in favour of Canadian Natural Resources Limited, registered 10 August 1994 (Converted Instrument #94SC09061);

Interest #181178220 – Caveat in favour of Canadian Natural Resources Limited, registered 10 August 1994 (Converted Instrument #94SC09062);

Interest #181178208 – Caveat in favour of Canadian Natural Resources Limited, registered 12 June 1998 (Converted Instrument #98SC07965).

NW 27-17-24-3 Ext 0:
Interest #181184700 – Caveat in favour of the City of Medicine Hat, registered 24 December 1993 (Converted Instrument #93SC13782);

Interest #181184711 – Caveat in favour of Canadian Natural Resources Limited, registered 10 August 1994 (Converted Instrument #94SC09059);

Interest #181184722 – Caveat in favour of Canadian Natural Resources Limited, registered 10 August 1994 (Converted Instrument #94SC09060);

Interest #181184733 – Caveat in favour of Canadian Natural Resources Limited, registered 15 June 1998 (Converted Instrument #98SC08045);

Interest #181184744 – Caveat in favour of Canadian Natural Resources Limited, registered 15 June 1998 (Converted Instrument #98SC08046).

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NE 27-17-24-3 Ext 0:
Interest #181184148 – Caveat in favour of the City of Medicine Hat, registered 24 December 1993 (Converted Instrument #93SC13782);

Interest #181184126 – Caveat in favour of Canadian Natural Resources Limited, registered 10 August 1994 (Converted Instrument #94SC09059);

Interest #181184137 – Caveat in favour of Canadian Natural Resources Limited, registered 10 August 1994 (Converted Instrument #94SC09060);

Interest #181184115 – Caveat in favour of Canadian Natural Resources Limited, registered 15 September 1995 (Converted Instrument #95SC11020);

Interest #181184159 – Caveat in favour of Canadian Natural Resources Limited, registered 15 September 1995 (Converted Instrument #95SC11078).

SW 27-17-24-3 Ext 0:
Interest #181184799 – Caveat in favour of Canadian Natural Resources Limited, registered 10 August 1994 (Converted Instrument #94SC09090);

Interest #181184801 – Caveat in favour of Canadian Natural Resources Limited, registered 12 June 1998 (Converted Instrument #98SC07964);

Interest #181184812 – Caveat in favour of Canadian Natural Resources Limited, registered 15 June 1998 (Converted Instrument #98SC08084).

SE 27-17-24-3 Ext 0:
Interest #181153672 – Caveat in favour of Canadian Natural Resources Limited, registered 22 May 1990 (Converted Instrument #90SC06620);

Interest #181153683 – Caveat in favour of the City of Medicine Hat, registered 24 December 1993 (Converted Instrument #93SC13783);

Interest #181153694 – Caveat in favour of Canadian Natural Resources Limited, registered 10 August 1994 (Converted Instrument #94SC09078);

Interest #181153706 – Caveat in favour of Canadian Natural Resources Limited, registered 15 September 1995 (Converted Instrument #95SC11019);

Interest #181153717 – Caveat in favour of Canadian Natural Resources Limited, registered 15 September 1995 (Converted Instrument #95SC11077).

NW 26-17-24-3 Ext 0:
Interest #181153100 – Caveat in favour of Canadian Natural Resources Limited, registered 22 May 1990 (Converted Instrument #90SC06620);

Interest #181153087 – Caveat in favour of Canadian Natural Resources Limited, registered 16 August 1999 (Converted Instrument #99SC10341).

SW 26-17-24-3 Ext 0:
Interest #181153234 – Caveat in favour of Canadian Natural Resources Limited, registered 22 May 1990 (Converted Instrument #90SC06620);

Interest #181153245 – Caveat in favour of the City of Medicine Hat, registered 13 November 1990 (Converted Instrument #90SC13975);

Interest #181153256 – Caveat in favour of the City of Medicine Hat, registered 24 December 1993 (Converted Instrument #93SC13783);

ANDERSON & COMPANY

Interest #181153267 – Caveat in favour of Canadian Natural Resources Limited, registered 16 August 1999 (Converted Instrument #99SC10340);

Interest #181153278 – Miscellaneous Interest – Easement dated September 11, 2003 in favour of Burlington Resources Canada Ltd., held by the City of Medicine Hat, registered 12 November 2003.

SE 26-17-24-3 Ext 0:
Interest #181153155 – Caveat in favour of Canadian Natural Resources Limited, registered 22 May 1990 (Converted Instrument #90SC06620);

Interest #181153166 – Caveat in favour of the City of Medicine Hat, registered 13 November 1990 (Converted Instrument #90SC13975);

Interest #181153177 – Caveat in favour of Canadian Natural Resources Limited, registered 16 August 1999 (Converted Instrument #99SC10339);

Interest #181153188 – Miscellaneous Interest – Easement dated September 11, 2003 in favour of Burlington Resources Canada Ltd., held by the City of Medicine Hat, registered 12 November 2003.

SW 23-17-24-3 Ext 0:
Interest #181184834 – Caveat in favour of Lone Pine Resources Ltd., registered 13 March 1989 (Converted Instrument #89SC04167);

Interest #181184845 – Caveat in favour of the City of Medicine Hat, registered 30 May 1989 (Converted Instrument #89SC11157);

Interest #181184856 – Caveat in favour of the City of Medicine Hat, registered 7 October 1991 (Converted Instrument #91SC12435);

Interest #181184867 – Caveat in favour of the City of Medicine Hat, registered 7 October 1991 (Converted Instrument #91SC12444);

Interest #181184878 – Miscellaneous Interest – Easement Agreement dated March 12, 2003 in favour of Burlington Resources Canada Ltd., held by the City of Medicine Hat, registered 30 May 2003;

Interest #181184889 – Miscellaneous Interest – Easement dated September 11, 2003 in favour of Burlington Resources Canada Ltd., held by the City of Medicine Hat, registered 12 November 2003;

Interest #181184890 – Pipelines Act Easement in favour of the City of Medicine Hat, registered 23 April 2009.

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Content 9

Offer to Purchase Agreement – Package 2

THIS AGREEMENT DATED FOR REFERENCE THIS 25th DAY OF NOVEMBER 2026.

BETWEEN:

CALVIN WEINBERGER
of Fox Valley,
in the Province of Saskatchewan

HEREINAFTER CALLED THE "VENDOR"

AND:

_____
of _____
in the Province of _____

HEREINAFTER CALLED THE "PURCHASER(S)"

CONDITIONAL OFFER TO PURCHASE – RURAL PROPERTY

1. **PURCHASE PRICE AND PROPERTY**

1.1 The Purchaser(s) hereby offer to purchase from the Vendor the real property, Provincial lease and Grazing Allotment (herein referred to as the "**Purchase Asset**" and/or "**said Property**") for the purchase price of _____ **DOLLARS**, **plus GST** (applicable to the lands and the Agricultural Lease only) (hereinafter called the "**Purchase Price**") namely:

a) **Land** described in attached **Schedule "A"**
(hereinafter referred to as the "**lands**")

b) Assignment and transfer of Agricultural Lease #0103359
of leased lands described in **Schedule "A"**

c) Transfer of 60 Class F shares and 1 Class T share
in the capital of **SMILEY GRAZING CORP.**
(hereinafter referred to as the "**Grazing Allotment**")

TOTAL PURCHASE PRICE **$_____**

1.2 The **Purchase Price** shall be paid as follows:

a) The sum of **$_____** now deposited in trust with the Law Firm of **ANDERSON & COMPANY**, (the "**Vendor's Solicitors**") the receipt of which is hereby acknowledged, to be held in trust by the Vendor's Solicitors until the Ministry of Agriculture, Lands Branch has approved the assignment of the Agricultural Lease and confirmed the Purchaser(s)' eligibility to hold the Grazing Allotment;

b) The balance of the purchase price in the amount of **$_____** to be deposited in trust with the Vendor's Solicitors on or before the **9th** day of **December 2026** (the **"Closing Date"**), and to be held in trust by the Vendor's Solicitors until the Ministry of Agriculture, Lands Branch has approved the assignment of the Agricultural Lease and confirmed the Purchaser(s)' eligibility to hold the Grazing Allotment, whereupon the balance shall be released to the Vendor;

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c) If the Purchaser(s) do not have a G.S.T. Number the Purchaser(s) shall pay G.S.T. on the Purchase Price.

1.3 Provided the Vendor has provided the Purchaser(s)' Solicitor with a registrable Transfer Authorization in sufficient time to allow and provide the Purchaser(s)' Solicitor to register the same and financing security and draw down the funds prior to the Possession Date and the Purchaser(s) delay in the registration, then the Purchaser(s) agree to pay to the Vendor interest at the rate of **6%** per annum on any portion of the Purchase Price, less mortgages or other encumbrances assumed, not received by the Vendor or his Solicitors as at the possession date, to be calculated from the possession date or receipt by the Purchaser(s)' Solicitor or agent, of a registrable Transfer of Title, whichever last occurs until monies are paid to the Vendor or their aforesaid agents.

1.4 The lands, the Agricultural Lease and the Grazing Allotment are sold together as one transaction and no component of the said Property shall be transferred separately from the others.

2. **CONDITIONS PRECEDENT**

2.1 The Vendor and the Purchaser(s) agree that the within Offer Agreement is subject to the following conditions, which must be fully satisfied and completed on or before the **Closing Date**, provided that the condition in paragraph (a) is for the sole benefit of the Purchaser(s) and may be waived by the Purchaser(s), and the condition in paragraph (b) may not be waived by either party:

a) The approval and consent by the Ministry of Agriculture, Lands Branch to the assignment and transfer of the Agricultural Lease and confirmation of the Purchaser(s)' eligibility as leaseholder of Saskatchewan Provincial Crown lands in respect of the Grazing Allotment; and

b) The approval of the Board of Directors of Smiley Grazing Corp. to the transfer of the Grazing Allotment to the Purchaser(s).

If the above conditions precedent are not fully satisfied and completed, then this Agreement shall terminate and end and the deposit herein shall be forthwith returned to the Purchaser(s).

2.2 The Vendor and the Purchaser(s) agree that the within Offer is subject to the following condition, for the sole benefit of the Vendor, which must be fully satisfied and completed on or before the **Closing Date**, unless the said condition is waived or amended by the Vendor:

a) The within Offer to Purchase is subject to the Purchaser(s) paying the balance of the Purchase Price.

if the above condition precedent is not fully satisfied and completed then this agreement shall terminate and end and if the condition in Article 2.1 has been waived by the Purchaser(s), or satisfied, then the deposit shall be forfeited to the Vendor as liquidated damages.

2.3 The Purchaser(s) covenant and agree to execute and deliver to the Vendor's Solicitors, on or before the Closing Date, the Acknowledgement of New Shareholders (Schedule "A") and all other documents required to become bound by the Unanimous Shareholders'

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Agreement of Smiley Grazing Corp. dated March 1, 2018, and acknowledge that the transfer of the Grazing Allotment will not be recorded in the securities register of Smiley Grazing Corp. until they have done so.

2.4 The Vendor shall deliver to the Vendor's Solicitors, on or before the Closing Date, the share certificate(s) representing the Grazing Allotment duly endorsed for transfer to the Purchaser(s), a certified copy of the resolution of the Board of Directors of Smiley Grazing Corp. approving the transfer, and the Vendor's written resignation as a director and officer of Smiley Grazing Corp., if applicable.

3. PERMITTED ENCUMBRANCES

3.1 The Vendor agrees to provide the Purchaser(s)' Solicitor with a registrable Land Titles Act Transfer Authorization, transferring the said Property to the Purchaser(s), free and clear of all charges, liens and encumbrances, save and except the Permitted Encumbrances stated in attached **Schedule "A"**.

4. POSSESSION DATE

4.1 The Purchaser(s) shall be entitled to Possession of the said property upon the Transfer Authorization registering and the Purchase Price is paid unconditionally to the Vendor (herein referred to as the "Possession Date").

4.2 Notwithstanding Article 4.1, the Purchaser(s) shall not be entitled to exercise any rights as a shareholder of Smiley Grazing Corp. until the Purchase Price has been paid in full, the Purchaser(s)' eligibility as a leaseholder of Saskatchewan Provincial Crown lands has been confirmed by the Ministry of Agriculture, and the transfer of the Grazing Allotment has been recorded in the securities register of Smiley Grazing Corp.

5. TAXES AND ADJUSTMENTS

5.1 Land taxes and lease rentals shall be adjusted as of **December 31, 2026.** The Vendor shall pay land taxes and lease rentals to December 31, 2026; the Purchaser(s) shall pay land taxes and lease rentals from and after January 1, 2027.

5.2 Surface lease revenue received prior to the Closing Date shall belong to the Vendor and shall not be adjusted.

6. G.S.T.

6.1 The Purchaser(s) confirm that they are a registrant under Subdivision D of Division IV of Part IX of the *Excise Tax Act* and undertake and agree to pay all G.S.T. in respect to the purchase of the said Property and to hold the Vendor free and clear and indemnified in respect of the same.
The Purchaser(s)' G.S.T. Numbers are:
_____: _____

6.2 The parties acknowledge that the transfer of the shares comprising the Grazing Allotment is generally exempt from G.S.T. If Canada Revenue Agency determines that G.S.T. is payable on that transfer, the Purchaser(s) shall be solely responsible for such G.S.T. and shall indemnify and hold the Vendor harmless from any liability in respect thereof.

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7. **RISK**

7.1 The said Property shall remain at the risk of the Vendor until the Possession Date and at the risk of the Purchaser(s) from and after the Possession Date.

8. **WARRANTIES AND REPRESENTATIONS**

8.1 The Vendor warrants and represents and acknowledges that the Purchaser(s) are relying upon such warranties and representations, and which warranties and representations shall be correct at closing and finalization of the within transaction, namely:

a) That as of the Possession Date, or such adjourned Possession Date, the said property shall be free and clear of all charges, liens and encumbrances except as stated herein;

b) That there are no leases existing as to the said property and no third party has any right or interest in regards to the said property except as disclosed herein;

c) The Vendor is a Canadian resident for the purposes of and within the definition of the *Income Tax Act*, for Canada;

d) The Vendor shall deliver the said property to the Purchaser(s) on the Possession Date in the same state of repair and condition on the date of this Agreement, reasonable wear and tear excepted;

e) That to the best of the Vendor's knowledge and belief there are no environmental hazards or contamination on or about the lands.

f) That the Vendor is the registered and beneficial owner of the Grazing Allotment with good and marketable title thereto, free and clear of all liens, charges, encumbrances, shareholder loans and claims of any kind, and that the shares comprising the Grazing Allotment are validly issued and outstanding as fully paid and non-assessable;

g) That, other than the Unanimous Shareholders' Agreement dated March 1, 2018, there is no agreement, option or right of any person to acquire or restrict the transfer of the Grazing Allotment.

8.2 The Purchaser(s) warrant and represent and acknowledge as follows:

a) The Purchaser(s) agree to purchase the said Property "as is";

b) The Purchaser(s) acknowledge that the transfer of the Grazing Allotment is subject to the Purchaser(s) executing and delivering to Smiley Grazing Corp. a Unanimous Shareholder Agreement.

9. **MOVEABLES / GRAIN ON HAND**

9.1 There are no moveables or grain on hand on the Lands.

10. **COSTS AND LEGAL FEES**

10.1 Each party shall be responsible for their respective legal fees regarding this transaction.

10.2 The Vendor shall be responsible for all legal costs to prepare the Transfer Authorization, the assignment of the Agricultural Lease and the share transfer documents for the Grazing Allotment.

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10.3 All Land Titles fees with respect to registration of the Transfer Authorization and fees to assign the Agricultural Lease and to record the transfer of the Grazing Allotment in the securities register of Smiley Grazing Corp. shall be paid by the Purchaser(s).

10.4 The Purchaser(s) shall be responsible for any costs of preparing and registering a mortgage or other financing documentation.

10.5 The Vendor shall be responsible for any costs in discharging any mortgage or other encumbrance, lien or charge from the title.

11. **TIME OF THE ESSENCE**

11.1 Time shall be in every respect the essence of this Agreement.

12. **ENTIRE AGREEMENT**

12.1 The Parties hereto acknowledge, covenant and agree that this agreement contains the entire agreement between the Parties and there are not any other warranties and representations other than contained herein.

13. **ENUREMENT**

13.1 The terms "**Purchaser(s)**" and "**Vendor**" in this agreement shall include the Executors, Administrators and assigns of the Purchaser(s) and the Vendor, respectively, and the said terms and references thereto in the singular number or the masculine gender shall include the plural and feminine (neuter in the case of a Corporation) gender where the context so requires.

14. **COUNTERPARTS**

14.1 This Agreement may be executed in any number of counterparts with the same effect as if all parties had all signed the same document. All counterparts will be construed together with and will constitute one and the same agreement. This Agreement may be executed by the parties and transmitted by facsimile transmission and if so executed and transmitted this Agreement will be for all purposes as effective as if the parties had delivered an executed original Agreement.

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ANDERSON & COMPANY

THIS OFFER TO PURCHASE DATED this _____ day of _____ 2026.

_____ _____
Witness

_____ _____
Witness

_____ _____
Witness

ANDERSON & COMPANY

ACCEPTANCE

THE UNDERSIGNED, Vendor of the property hereby accepts the above offer and agrees to complete the sale on the terms and conditions in the Offer and should the Vendor fail to, the Purchaser(s) at their option may cancel this contract and withdraw the deposit.

SIGNED and dated at _____, Saskatchewan, on the _____ day of _____, 2026.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

_____
CALVIN WEINBERGER

ANDERSON & COMPANY

THIS IS SCHEDULE "A" TO AN OFFER TO PURCHASE – RURAL PROPERTY DATED FOR REFERENCE THIS 25TH DAY OF NOVEMBER 2026 BETWEEN CALVIN WEINBERGER, AS VENDOR, AND _____, AS PURCHASER(S).

SCHEDULE "A"

DEEDED LAND	ACRES	VALUE
Surface Parcel # 144513514 NE 34-17-24-3 Ext 0 As Described on Certificate Of Title 152772183.	160.74	

AGRICULTURAL LEASE #0103359 – LEASED LAND

Surface Parcel # 144513121
NW 23-17-24-3 Ext 0

GRAZING ALLOTMENT – SMILEY GRAZING CORP.

60 Class F shares and 1 Class T share in the capital of Smiley Grazing Corp.

BUILDINGS, FIXTURES AND IMPROVEMENTS

none

PERMITTED ENCUMBRANCES

Interest #187522904 – Caveat in favour of Canadian Natural Resources Limited, registered 10 August 1994 (Converted Instrument #94SC09084), affecting NE 34-17-24-3 Ext 0;

Interest #187522915 – Caveat in favour of Canadian Natural Resources Limited, registered 16 August 1999 (Converted Instrument #99SC10304), affecting NE 34-17-24-3 Ext 0;

Interest #187522926 – Caveat in favour of Canadian Natural Resources Limited, registered 16 August 1999 (Converted Instrument #99SC10307), affecting NE 34-17-24-3 Ext 0.

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