## **SCHEDULE A**

Property is listed with the following legal descriptions:

Surface Parcel #144455496

Reference Land Description: NW Sec 22 Twp 13 Rge 08 W3 Extension 0

As described on Certificate of Title 97SC16098

Surface Parcel #144455485

Reference Land Description: SW Sec 22 Twp 13 Rge 08 W3 Extension 0

As described on Certificate of Title 97SC16098

Surface Parcel #144455508

Reference Land Description: NE Sec 22 Twp 13 Rge 08 W3 Extension 0

As described on Certificate of Title 97SC16098

Surface Parcel #144455474

Reference Land Description: SE Sec 22 Twp 13 Rge 08 W3 Extension 0

As described on Certificate of Title 97SC16098

(the "Property")

The Purchaser agrees that the following terms and conditions shall apply to and shall form part of any Sale ("Sale").

- 1. Where there is any conflict or discrepancy between the terms and conditions in this Schedule and the terms and conditions of any Sale or document to which this Schedule is attached, the terms and conditions in this Schedule shall supersede and shall apply in place of such other conflicting terms and conditions in the Sale.
- 2. Purchaser acknowledges that Farm Credit Canada is the mortgagee of the Property. The Property is being sold pursuant to an Order Nisi for Sale with Randall M. Sandbeck, K.C. of Olive Waller Zinkhan & Waller LLP as the Court appointed Selling Officer. In any event, the Purchaser acknowledges that the Sale is subject to the legal and equitable rights of the mortgagors, or any other interested party, for redemption or otherwise and requires confirmation of the Court.
- 3. The Sale may be confirmed only by an Order of the Court (herein "Court Order"). Court confirmation of Sale is to be as soon as possible, but, in any event, within the later of:
  - i. 6 weeks after the date of acceptance of the bid(s) by the Selling Officer; and,
  - ii. 3 weeks after proof of any financing required by the bidder(s) has been provided to the Auctioneer and the Selling Officer;

or such other time as the Court may order. The Selling Officer or FCC may apply for an extension of the above time periods.

- 4. Subject to the terms hereof being complied with, possession of the Property shall be provided to the Purchaser on the possession date or closing date (the "Closing Date") contained in the Sale confirmed by the Court or on such earlier date as may be ordered by the Court.
- 5. The mortgaged lands shall be sold subject to current taxes to be adjusted.
- 6. The Purchaser acknowledges that it has inspected the Property and every part thereof and that the Purchaser is acquiring the property "as is" in its present condition and it is agreed that no representation, warranty, condition or collateral agreement relating to the Property or any part thereof or relating to any lands in the vicinity of the Property has been given or made by Farm Credit Canada (with Randall M. Sandbeck, K.C. of Olive Waller Zinkhan & Waller LLP as the Court appointed Selling Officer), the Agent, or by any representative, legal counsel or agent of any such parties, or any other person. Without limiting the foregoing, the Purchaser acknowledges that any sale is a Court approved sale and not a sale directly from 101258391 Saskatchewan Ltd. (owner of property) and that none of Farm Credit Canada (with Randall M. Sandbeck, K.C. of Olive Waller Zinkhan & Waller LLP as the Court appointed Selling Officer), the Auctioneer or any representative, legal counsel or agent of such parties has made or given any representation, term, warranty, condition or collateral agreement with respect to:
  - a) the acceptance of a Sale by Randall M. Sandbeck, K.C. of Olive Waller Zinkhan & Waller LLP, nor the likelihood of approval by the Court;
  - b) the condition or fitness for any purpose of the Property or any part thereof;
  - c) the title to the Property or any part thereof;
  - d) zoning of the lands referenced herein or the compliance of the Property with any relevant land-use, zoning, construction, building or development laws or regulations;
  - e) the economic viability of any business carried on or proposed to be carried on using the Property;
  - f) the availability of any required licenses, permits, consents or authorizations required to use the Property for any purpose; or
  - g) any use to which the Purchaser intends to put the Property.
- 7. The Purchaser acknowledges that the Purchaser is relying entirely on its own inspections and investigations with respect to the Property.
- 8. The Conveyance/Assignment shall be subject to existing tenancy or occupancy disclosed by the abstract of title, or by an inspection of the Property.
- 9. On or before the Closing Date the Purchaser shall be provided with a copy of the Court Order as well as such other documents as may be required to vest title to the Property in the Purchaser free and clear of all encumbrances, and subject to all prior claims at law and to the reservations, exceptions and conditions contained, expressed or implied, in the existing certificate of title and subject to any permitted encumbrances.

- 10. The delivery of such documents shall, however, be upon such reasonable trust conditions as are agreed upon by the Solicitors representing Farm Credit Canada (with Randall M. Sandbeck, K.C. of Olive Waller Zinkhan & Waller LLP as the Court appointed Selling Officer) and the Solicitors representing the Purchaser. A copy of the Court Order and such other required documentation shall be registered at the expense of the Purchaser.
- 11. It shall be the Purchaser's sole responsibility for the cost and expense of the Purchaser to directly arrange for any required licenses, permits, consents, authorizations, utility or service accounts as well as all other contracts and agreements relating to the Property of any use of the Property intended by the Purchaser.
- 12. The Purchaser acknowledges that no chattels are being sold, transferred or conveyed hereunder and further, that the Vendor is not responsible for the removal of any chattels located on the Property.
- 13. Time shall be of the essence hereof.
- 14. If the Sale is not confirmed by the Court, the deposit shall be returned to the Purchaser without deduction. If the Sale is confirmed and the purchaser fails to comply with the terms as hereinbefore agreed, the Deposit shall be forfeited and paid into Court, to be applied:
  - i) firstly, to any portion of any commission or auction fee payable;
  - ii) secondly, toward the amounts owing to the Plaintiff on the Mortgage sued on.
- 15. In addition to the Purchase Price, the Purchaser shall be responsible to pay all taxes, rates or levies, if any, (including any applicable sales tax or goods and services tax) that may be payable with respect to the payment of the Purchase Price or with respect to the purchase of the Property hereunder.

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for confirmation. Dated at the City of \_\_\_\_\_\_, in the Province of Saskatchewan, this \_\_\_\_\_ day of \_\_\_\_\_\_, 202\_\_\_\_. Witness to the signature of Purchaser Purchaser's signature Witness's Name Printed Purchaser's Printed Name Purchaser's signature Witness to the signature of Purchaser Witness's Name Printed Purchaser's Printed Name Or (Seal) Purchaser's Printed Name Printed Name of Signing Officer: Title with Purchaser:

16. The Purchaser acknowledges that prior to the Sale being confirmed, other offers to purchase the Property may be received and may be reviewed and submitted to the Court