

NON-COMPETITION AGREEMENT

THIS AGREEMENT is made effective as of the _____ day of _____, 2026.

BETWEEN:

NOKOMIS PHARMACY (2004) LTD. (the "Seller") Address: 112 Main St., Nokomis, SK

- AND -

[PURCHASER NAME] (the "Purchaser") Address: [Insert Address]

1. RECITALS

WHEREAS the Seller is the current owner of the real property located at 112 Main St., Lot 10,39 Block 1 Plan 05032, Nokomis, Saskatchewan (the "Property");

WHEREAS the Seller currently operates a retail pharmacy business in Nokomis and wishes to protect the goodwill of said business;

WHEREAS the Purchaser has agreed to purchase the Property from the Seller, and as a material inducement for the Seller to complete the sale, the Purchaser has agreed to certain restrictions regarding the future use of the Property;

2. RESTRICTIVE COVENANT

The Purchaser hereby covenants and agrees that for a period of 3 (Three) years following the closing date of the sale, the Property shall not be used, in whole or in part, for the following purposes:

- The operation of a retail pharmacy;
- The dispensing of prescription medications;
- The sale of specialized pharmaceutical products traditionally sold in a pharmacy setting;
or
- Any business that derives more than 15% of its gross revenue from the sale of over-the-counter (OTC) medications.

3. GEOGRAPHIC SCOPE

This restriction applies specifically and exclusively to the building and land located at 112 Main St., in the Town of Nokomis, Saskatchewan.

4. RUNNING WITH THE LAND

The parties intend for this covenant to be restrictive in nature and to "run with the land." The Purchaser agrees that the Seller may register a **Caveat** or interest against the Title to the Property at the Information Services Corporation (ISC) of Saskatchewan to give notice of this restriction to any future successors in title.

5. REMEDIES

The Purchaser acknowledges that a breach of this Agreement would cause irreparable harm to the Seller for which monetary damages would be an inadequate remedy. Accordingly, the Seller shall be entitled to seek injunctive relief to prevent any breach or continued breach of this Agreement, in addition to any other legal remedies available.

6. SEVERABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it enforceable, and the remainder of the Agreement shall remain in full force and effect.

7. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the **Province of Saskatchewan** and the federal laws of Canada applicable therein.

SIGNATURES

SELLER: Per: _____ (*Authorized Signatory for Nokomis Pharmacy*)

PURCHASER: Per: _____ (*Authorized Signatory for Purchaser*)