

COURT FILE NUMBER	KBG-RG-00909-2023
COURT	COURT OF KING'S BENCH FOR SASKATCHEWAN IN BANKRUPTCY AND INSOLVENCY
JUDICIAL CENTRE	REGINA
APPLICANT	AFFINITY CREDIT UNION 2013.
RESPONDENT	F & L CONCRETE SERVICES LTD.
DOCUMENT	THIRD REPORT OF THE RECEIVER, MNP LTD., DATED OCTOBER 13, 2023
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Robertson Stromberg LLP Suite 600, 105 – 21 st Street East Saskatoon, SK S7K 0B3 Attention: M. Kim Anderson, K.C./Travis K. Kusch Telephone: (306) 933 – 1344 Facsimile: (306) 652 - 2445 Solicitors for the Receiver, MNP Ltd.

Introduction and Purpose of the Report

Introduction

1. MNP Ltd. in its capacity as Court-Appointed Receiver (the “**Receiver**”) of F & L Concrete Services Ltd. (the “**Company**”) filed its First Report to Court (the “**First Report**”) dated August 15, 2023 and its Supplemental First Report dated August 29, 2023 (the “**Supplemental First Report**”).
2. The Receiver has prepared this Third Report to the Court (the “**Third Report**”) to advise the Court with respect to its activities subsequent to filing the First Report, the Supplemental First Report and the Second Report and to provide further information to the Court with respect to the administration of this receivership estate.
3. This Third Report should be read in conjunction with the First Report, the Supplemental First Report and the Second Report. Capitalized terms not defined in this Second Report are as defined in the First Report and Supplemental First Report. All references to currency are in Canadian dollars unless otherwise stated.
4. In preparing the Third Report and making comments herein, the Receiver has been provided with, and has relied upon, certain unaudited, draft and/or internal financial information of the Company, the Company’s books and records, and information from other third-party sources (collectively, the “**Information**”). The Receiver has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with generally accepted assurance standards or other standards established by the Chartered Professional Accountants of Canada.

Purpose of this Report

5. The primary purpose of this report is to bring the Court up to date on the activities of the Receivership and obtain approval of same, to seek approval of certain asset sales, and to permit the Court to make such determinations as it may consider necessary.

Activities of the Receiver

6. Since the Second Report, the Receiver has carried out the following non-exhaustive list of activities:
 - (a) corresponded with customers and continued its efforts to collect the outstanding accounts receivable of the Company;
 - (b) facilitated access to Mr. Chris Fichter ("**Mr. Fichter**") for the purposes of inspecting the Company's equipment and real property for possible financing scenarios;
 - (c) sought, received and analyzed an updated equipment auction proposal from Ritchie Brothers Auctioneers (the "**Revised Auction Proposal**");
 - (d) corresponded with counsel to Mr. Fichter regarding the potential sale of the Company's assets;
 - (e) corresponded with and granted access to various equipment lenders to inspect their equipment; and,
 - (f) corresponded with CRA to complete the trust examinations on the debtor's books and records and obtain further information in respect of the deemed trust portions of CRA's claims.
6. With reference to the collection of the outstanding accounts receivable, as of October 12, 2023, the Receiver has collected a total sum of \$757,986. In accordance with the books and records of the Company, the total remaining accounts receivable to be collected is \$743,833. The Receiver continues to follow up with customers who have outstanding payments to arrange for payments to be made.
7. On October 6, 2023, the Receiver attended the Company's main operating premises located at 105 Claman Drive (the "**Main Premises**") and inspected the equipment. Upon inspection, it appeared that several the pieces of equipment had been tampered with. While the damage does not appear significant, the Receiver reported the matter to the RCMP who attended the business premises to carry out further investigation and continues to follow up on the matter.

Proposed Asset Sales

Real Property

8. Based on the Fourth Supplemental Affidavit of Mr. Fichter dated September 14, 2023 (the "**September 14 Fichter Affidavit**") and filed in these proceedings, the Company engaged Brunsdon Lawrek & Associates in April 2023 to appraise the Main Premises (the "**BLA Appraisal**"). For ease of reference, the BLA Appraisal is attached hereto as **Schedule "A"**.
9. In accordance with the BLA Appraisal, the Fair Market Value ("**FMV**") of the Main Premises as of April 2023 is \$1,970,000.

10. As noted above, the Receiver has been in correspondence with Mr. Fichter with respect to negotiating an agreement for purchase and sale in respect of the Main Premises.
11. As set out in the September 14 Fichter Affidavit, Mr. Fichter, through Chris Fichter Holdings Limited ("**Holdings**"), has been working with Canadian Imperial Bank of Commerce ("**CIBC**") to obtain financing on the Main Premises for the purposes of repurchasing the asset through the Receivership estate.
12. The Receiver and Holdings entered into an agreement for purchase and sale in respect of the Main Premises on October 4, 2023, subject to approval of this Court (the "**Holdings Offer**"). A duly executed copy of the Holdings Offer is attached hereto as **Schedule "B"**. As set out in the Holdings Offer, the proposed purchase price of the Main Premises is for the full FMV appraised value of \$1,970,000 which is to be paid as follows:
 - (a) \$1,477,500 by way of new mortgage financing from CIBC; and,
 - (b) \$492,500 by way of cash payment by Holdings.
13. The Holdings Offer is conditional upon approval of financing by October 13, 2023, and approval of this Court by October 25, 2023.
14. The Receiver supports the approval of the Holdings Offer and is of the opinion that the Holdings Offer is advantageous to the creditors of the Receivership estate for the following reasons:
 - (a) The Holdings Offer is for the full FMV appraised value of the Main Premises and the Receiver is unlikely to obtain a higher price by way of a public marketing campaign; and
 - (b) The Holdings Offer excludes the requirement for the Receiver to market the Main Premises for sale and accrue selling costs and additional professional fees.
15. The senior secured lender of the Company, Affinity Credit Union, also confirmed to the Receiver that it supports the sale contemplated by the Holdings Offer.

Equipment

16. As set out in the September 14 Fichter Affidavit, the Company sought and obtained an auction proposal from Ritchie Brothers in respect of the sale of certain of the Company's equipment. As noted above, the Receiver obtained the Revised Auction Proposal on October 5, 2023.
17. The Receiver has reviewed the Revised Auction Proposal and made a recommendation. The Receiver has communicated its recommendation to Mr. Fichter, including the rationale, and is awaiting a reply.

Other Matters

18. The Receiver has maintained correspondence with CRA with respect to its claims for each of GST and Payroll Source Deductions. CRA has now confirmed completion of its trust examinations which has resulted in the following:
 - (a) A claim, in relation to GST, in the sum of \$76,199.31, of which \$60,642.39 represents a deemed trust claim; and,

Receiver's Second Report to Court
F & L Concrete Services Ltd.
October 13, 2023

- (b) A claim, in relation to payroll source deductions, in the sum of \$1,266,028.77, of which \$906,593.86 represents a deemed trust claim.

19. CRA has filed its claim in respect of GST confirming the numbers above, however, CRA has provided the amounts related to the payroll source deduction claim verbally. The formal claim is expected to be received in the next few weeks.

Conclusion

20. Based on the foregoing, the Receiver seeks an order of the Court for the following:

- (a) approval of the Activities of the Receiver as set out in the First Report, the Supplemental First Report, the Second Report and the Third Report;
- (b) approval of the sale of the Main Premises to Chris Fichter Holdings Limited; and,
- (c) approval of the sale of the equipment detailed in the Revised Auction Proposal by way of a straight commission auction.

All of which is respectfully submitted this 13th day of October 2023.

MNP Ltd.

In its capacity as Receiver of the
F & L Concrete Services Ltd.
And not in its personal capacity



Per: Karen Aylward, CIRP, Licensed Insolvency Trustee
Vice President

SCHEDULE "A"



BRUNSDON LAWREK & ASSOCIATES
REAL ESTATE APPRAISALS AND ADVISORY SERVICES

Peter Lawrek, B.A., AACI, P.App, Fellow
Darren Bird, B.Admin., C.M.A., AACI, P.App
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Murray Grapentine, AIC Candidate Member
Brent Lawrek, Appraisal Analyst

April 5, 2023

F & L Concrete Services Ltd.
P.O. Box 742
Estevan, Saskatchewan S4A 2A6
Attention: Mr. Kurt Schmidt

Dear Sir:

RE: Appraisal Report
101 Claman Drive
Rural Municipality of Estevan #5
West of Estevan, Saskatchewan

In accordance with your instructions, we have prepared an appraisal report of the above property. The purpose of the appraisal is to estimate the current market value as herein defined, of the property as at April 5, 2023. The date the property was viewed was March 22, 2023. The intended use of this report is for asset valuation and first mortgage financing only. The client and the intended user of this appraisal is F & L Concrete Services Ltd. All other uses and users are denied.

Murray Grapentine personally viewed the property and have analyzed all available information considered pertinent. Based on this viewing and analysis, the current market value of the property as at April 5, 2023, is estimated to be:

One Million Nine Hundred and Seventy Thousand (\$1,970,000) Dollars

- Note:
- 1) The report is valid only with an original signature.
 - 2) The condition assessment is based a physical viewing of the building and mechanical, electrical equipment and information as reported by the owner. No condition inspection report done by a qualified building inspector or other applicable trade persons was provided. The estimate of market value assumes that no immediate capital expenditures are required unless noted. If there were any capital expenditures (i.e. roof, mechanical, etc.) required, the cost would then be deducted from the estimate of market value.
 - 3) The value, as at the effective date, assumes the condition of the subject is the same as observed on the date of viewing.

The report which follows outlines the market data collected and analyzed and appraisal methods employed.

Respectfully submitted,
BRUNSDON LAWREK & ASSOCIATES



Murray Grapentine, AIC Candidate Member
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1.0 EXECUTIVE SUMMARY

Location:

101 Claman Drive

Block P Plan 101969871

ISC Parcel No. 164322222

Rural Municipality of Estevan #5

West of Estevan, Saskatchewan



Property Type	1) One storey light industrial building, no basement 2) Heated storage, no basement
Purpose	Estimate the current market value as of the effective date
Intended Use	Asset valuation and first mortgage financing only
Client and Intended User	F & L Concrete Services Ltd.
Effective Date	April 5, 2023
Date Viewed	March 22, 2023
Land Size	464,350 square feet or 10.66 acres.
Building Description	1) Main Office and Shop 18,688 sf office with shop, no basement. Wood frame with metal clad exterior, sloped metal clad roof. Main Floor 1,536 sf office, Shop 14,464 sf. Mezzanine 2,688 sf (includes 1,536 sf one bed suite). 18 ft. exterior wall height, built in 2011. 2) Heated Storage 2,400 sf heated storage, no basement. Wood frame with metal clad exterior. 13 ft. exterior wall height, built in 2017.
Zoning	HPCI - High Profile Commercial / Light Industrial
Taxes (2022)	\$53,924.80
Highest & Best Use	Current use
Land Value	\$373,000
Cost Approach	Not Applicable
Income Approach	\$1,987,000
Direct Comparison Approach	\$1,950,000
Final Estimate of Current Market Value	\$1,970,000

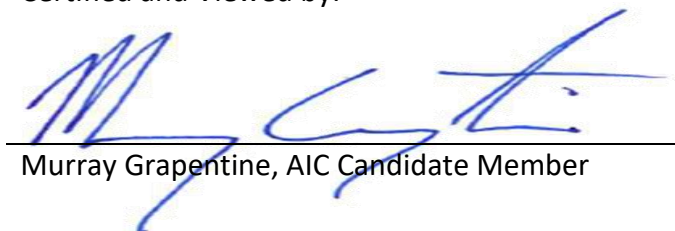
2.0 CERTIFICATION

I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions and conclusions.
3. We have no past, present or prospective interest in the property that is the subject of this report, and we have no personal and/or professional interest or conflict of interest with respect to the parties involved with this assignment.
4. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. Our engagement in and compensation for this assignment is not contingent upon developing and reporting predetermined results, the amount of the value estimate or a conclusion favouring the client, or the occurrence of a subsequent event.
6. Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Canadian Uniform Standards of Professional Appraisal Practice (CUSPAP) and the International Valuation Standards (IVS).
7. We have the knowledge and experience to complete the assignment competently, and where applicable this report is co-signed in compliance with CUSPAP.
8. The undersigned have both personally inspected the property that is the subject of this report unless otherwise noted.
9. Except as herein disclosed, no one has provided significant professional assistance to the persons signing this report.
10. The Appraisal Institute of Canada has a mandatory continuing professional development program for designated members. As of the date of this report the undersigned have fulfilled the requirements of The Appraisal Institute of Canada's Continuing Professional Development Program.
11. The undersigned are all members in good standing of the Appraisal Institute of Canada.
12. I, Peter Lawrek, B.A., AACI, P.App, Fellow, directly supervised Murray Grapentine, AIC Candidate Member who prepared this appraisal report. I have reviewed the report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certification, and am taking full responsibility for the appraisal and the appraisal report.

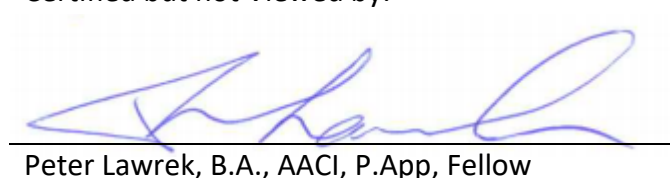
Effective Date of Appraisal	April 5, 2023
Date Viewed	March 22, 2023
Date of Report/Certification	April 5, 2023
Location	101 Claman Drive, West of Estevan, Saskatchewan
Estimate of Current Market Value	\$1,970,000

Certified and Viewed by:



Murray Grapentine, AIC Candidate Member

Certified but not Viewed by:



Peter Lawrek, B.A., AACI, P.App, Fellow

3.0 CONTINGENT OR LIMITING CONDITIONS

The certification that appears in this report is subject to compliance with the Personal Information and Electronics Documents Act (PIPEDA), Canadian Uniform Standards of Professional Appraisal Practice (“CUSPAP”) and the following conditions:

1. This report is prepared only for the client and authorized users specifically identified in this report and only for the specific use identified herein. No other person may rely on this report or any part of this report without first obtaining consent from the client and written authorization from the authors. Liability is expressly denied to any other person and, accordingly, no responsibility is accepted for any damage suffered by any other person as a result of decisions made or actions taken based on this report. Liability is expressly denied for any unauthorized user or for anyone who uses this report for any use not specifically identified in this report. Payment of the appraisal fee has no effect on liability. Reliance on this report without authorization or for an unauthorized use is unreasonable.
2. Because market conditions, including economic, social and political factors, may change rapidly and, on occasion, without warning, this report cannot be relied upon as of any date other than the effective date specified in this report unless specifically authorized by the author(s).
3. The author will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The property is appraised on the basis of it being under responsible ownership. No registry office search has been performed and the author assumes that the title is good and marketable and free and clear of all encumbrances. Matters of a legal nature, including confirming who holds legal title to the appraised property or any portion of the appraised property, are outside the scope of work and expertise of the appraiser. Any information regarding the identity of a property’s owner or identifying the property owned by the listed client and/or applicant provided by the appraiser is for informational purposes only and any reliance on such information is unreasonable. Any information provided by the appraiser does not constitute any title confirmation. Any information provided does not negate the need to retain a real estate lawyer, surveyor or other appropriate experts to verify matters of ownership and/or title.
4. Verification of compliance with governmental regulations, bylaws or statutes is outside the scope of work and expertise of the appraiser. Any information provided by the appraiser is for informational purposes only and any reliance is unreasonable. Any information provided by the appraiser does not negate the need to retain an appropriately qualified professional to determine government regulation compliance.
5. No survey of the property has been made. Any sketch in this report shows approximate dimensions and is included only to assist the reader of this report in visualizing the property. It is unreasonable to rely on this report as an alternative to a survey, and an accredited surveyor ought to be retained for such matters.
6. This report is completed on the basis that testimony or appearance in court concerning this report is not required unless specific arrangements to do so have been made beforehand. Such arrangements will include, but not necessarily be limited to: adequate time to review the report and related data, and the provision of appropriate compensation.
7. Unless otherwise stated in this report, the author has no knowledge of any hidden or unapparent conditions (including, but not limited to: its soils, physical structure, mechanical or other operating systems, foundation, etc.) of/on the subject property or of/on a neighbouring property that could affect the value of the subject property. It has been assumed that there are no such conditions. Any such

conditions that were visibly apparent at the time of inspection or that became apparent during the normal research involved in completing the report have been noted in the report. This report should not be construed as an environmental audit or detailed property condition report, as such reporting is beyond the scope of this report and/or the qualifications of the author. The author makes no guarantees or warranties, express or implied, regarding the condition of the property, and will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. The bearing capacity of the soil is assumed to be adequate.

8. The author is not qualified to comment on detrimental environmental, chemical or biological conditions that may affect the market value of the property appraised, including but not limited to pollution or contamination of land, buildings, water, groundwater or air which may include but are not limited to moulds and mildews or the conditions that may give rise to either. Any such conditions that were visibly apparent at the time of inspection or that became apparent during the normal research involved in completing the report have been noted in the report. It is an assumption of this report that the property complies with all regulatory requirements concerning environmental, chemical and biological matters, and it is assumed that the property is free of any detrimental environmental, chemical legal and biological conditions that may affect the market value of the property appraised. If a party relying on this report requires information about or an assessment of detrimental environmental, chemical or biological conditions that may impact the value conclusion herein, that party is advised to retain an expert qualified in such matters. The author expressly denies any legal liability related to the effect of detrimental environmental, chemical or biological matters on the market value of the property.
9. The analyses set out in this report relied on written and verbal information obtained from a variety of sources the author considered reliable. Unless otherwise stated herein, the author did not verify client-supplied information, which the author believed to be correct.
10. The term “inspection” refers to observation only as defined by CUSPAP and reporting of the general material finishing and conditions observed for the purposes of a standard appraisal inspection. The inspection scope of work includes the identification of marketable characteristics/amenities offered for comparison and valuation purposes only.
11. The opinions of value and other conclusions contained herein assume satisfactory completion of any work remaining to be completed in a good and workmanlike manner. Further inspection may be required to confirm completion of such work. The author has not confirmed that all mandatory building inspections have been completed to date, nor has the availability/issuance of an occupancy permit been confirmed. The author has not evaluated the quality of construction, workmanship or materials. It should be clearly understood that this visual inspection does not imply compliance with any building code requirements as this is beyond the professional expertise of the author.
12. The contents of this report are confidential and will not be disclosed by the author to any party except as provided for by the provisions of the CUSPAP and/or when properly entered into evidence of a duly qualified judicial or quasi-judicial body. The author acknowledges that the information collected herein is personal and confidential and shall not use or disclose the contents of this report except as provided for in the provisions of the CUSPAP and in accordance with the author’s privacy policy. The client agrees that in accepting this report, it shall maintain the confidentiality and privacy of any personal information contained herein and shall comply in all material respects with the contents of the author's privacy policy and in accordance with the PIPEDA.

13. The author has agreed to enter into the assignment as requested by the client named in this report for the use specified by the client, which is stated in this report. The client has agreed that the performance of this report and the format are appropriate for the intended use.
14. This report, its content and all attachments/addendums and their content are the property of the author. The client, authorized users and any appraisal facilitator are prohibited, strictly forbidden, and no permission is expressly or implicitly granted or deemed to be granted, to modify, alter, merge, publish (in whole or in part) screen scrape, database scrape, exploit, reproduce, decompile, reassemble or participate in any other activity intended to separate, collect, store, reorganize, scan, copy, manipulate electronically, digitally, manually or by any other means whatsoever this appraisal report, addendum, all attachments and the data contained within for any commercial, or other, use.
15. If transmitted electronically, this report will have been digitally signed and secured with personal passwords to lock the appraisal file. Due to the possibility of digital modification, only originally signed reports and those reports sent directly by the author can be reasonably relied upon.
16. This report form is the property of the Appraisal Institute of Canada (AIC) and for use only by AIC members in good standing. Use by any other person is a violation of AIC copyright.
17. Where the intended use of this report is for financing or mortgage lending or mortgage insurance, it is a condition of reliance on this report that the authorized user has or will conduct lending, underwriting and insurance underwriting and rigorous due diligence in accordance with the standards of a reasonable and prudent lender or insurer, including but not limited to ensuring the borrower's demonstrated willingness and capacity to service his/her debt obligations on a timely basis, and to conduct loan underwriting or insuring due diligence similar to the standards set out by the Office of the Superintendent of Financial Institutions (OSFI), even when not otherwise required by law. Liability is expressly denied to those that do not meet this condition. Any reliance on this report without satisfaction of this condition is unreasonable.

HYPOTHETICAL CONDITIONS AND EXTRAORDINARY ASSUMPTIONS

1. Extraordinary Limiting Condition

One or two of the three traditional approaches to value may have been excluded. The reasons for any exclusion are explained in this report.

2. Extraordinary Assumption

Refer to Letter of Transmittal regarding any assumptions.

APPRAISER'S NOTE:

Unless otherwise noted, no nearby anticipated public improvements or proposed private improvements would appear to have an impact on the herein concluded value.

Unless otherwise noted, any value of personal property associated with the real property herein, is deemed incidental to the value conclusion for the property type and caliber.

Unless otherwise noted, the concept of assemblage is not applicable to the value herein concluded. Assemblage is the merging of adjacent properties into one common ownership for a designated common use. Assemblage can result in a value of two or more merged properties having a value greater than the sum of the two or more properties values added together as individual entities.

4.0 SCOPE OF THE APPRAISAL ASSIGNMENT

The scope of this assignment and the services provided consist of the preparation of a current appraisal report on the subject property, utilizing the Canadian Uniform Standards of Professional Appraisal Practice (The Standards), including the following steps:

- inspect and photograph the site and all improvements;
- consider the conformity of the property to the location and to the applicable regulation regarding the usage of the property, and then to suggest the most likely potential utility (highest and best use or most probable use);
- collect, verify, analyze and reconcile recent market information regarding properties of similar utilization; and
- prepare a logical and supportable conclusion of the market value of the property, following recognized methods and techniques that are based on comparisons of similar properties to the subject.

Information contained herein is the result of personal collection and analysis. It includes on-site field inspections, interviews, observations, photography, cartography and reconciliation of all of the data. Some of the data utilized in this report has been gathered and verified by other specialists associated with this company.

Specific details have been retained in our files and are available if necessary. The final estimate of value is based upon only that information which has been collected, verified by this office and considered to be appropriate. Information may not include all up-to-the-minute perceptions or transactions within the marketplace, however, a concerted and constant effort is made to monitor, examine and update all of the information that is available.

4.1 ENVIRONMENTAL COMMENTS

The appraiser is not qualified to conduct an environmental review on the subject property; refer to the Contingent or Limiting Conditions Section of this report for more details. For purposes of this appraisal, the site and building are assumed to be environmentally clean.

4.2 DEFINITION: MARKET VALUE

Market value is defined by the Appraisal Institute of Canada as follows:

The most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress (see *The Appraisal of Real Estate*, Third Canadian Edition, Appraisal Institute of Canada; Larry Dybvig, Editor; Sauder School of Business, University of British Columbia, at 2.8).

The viewpoint of the Appraisal Institute of Canada expands the definition as follows:

Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in Canadian dollars or in terms of financial arrangement comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale (ibid. at 2.10).

4.3 PROPERTY RIGHTS APPRAISED

Technically speaking, an appraisal does not value the real property itself, but the property rights. The rights to develop a property to its most probable use, or any other use belong to the owner of those rights.

The property rights appraised in this report are fee simple ownership.

The fee simple interest is the greatest interest an individual can own in land, or complete ownership in law, subject only to the governmental powers of taxation, expropriation, escheat and police powers (see *The Appraisal of Real Estate, Third Canadian Edition*, Appraisal Institute of Canada; Larry Dybvig, Editor; Sauder School of Business, University of British Columbia, at 6.1).

5.0 FACTUAL INFORMATION

5.1 CURRENT AND HISTORICAL OWNERSHIP

As of the land title search date, the subject property was registered in the name of F & L Concrete Services Ltd. under Title #140053924. Refer to the *Certificate of Title* in the Addenda section for information on encumbrances registered on title(s). For purposes of this report the encumbrances are not considered to have an adverse effect on value unless indicated in this report. It is recommended that legal counsel review the title on your behalf prior to any action being taken.

According to Canadian Uniform Standards of Professional Appraisal Practice, a comment is required on the sales history of the subject property in the past three-year period. The subject has been under its current ownership since November 2010. The property is not known to be offered for sale in the open market, nor are there any sales, listings or offers to report over the last three-year period.

5.2 ECONOMIC BACKGROUND

PROVINCE OF SASKATCHEWAN DATA

Location:	Located in Western Canada between Alberta to the west and Manitoba to the east
Population:	1,205,119– October 1, 2022 <i>(Government of Saskatchewan, Statistics https://www.saskatchewan.ca/government/government-data/bureau-of-statistics/population-and-census)</i>
	Size: 250,000 square miles
Key Economic Sectors:	
Advanced Technology:	Approx. 30,000 direct and indirect jobs, providing innovative products and services in telecommunications, digital communications, software development, monitoring and remote sensing, computerized banking, geomatics, health, and environmental systems.
Agriculture:	In 2021, Saskatchewan agri-food products exports were \$17.5, up from \$16.4B in 2020, \$12.9B in 2019, and \$13.4B in 2018. Of Saskatchewan's 2021 exports, valued at \$37.1B, nearly half of this was agri-food exports. Saskatchewan is the world's largest exporter of peas, lentils, durum wheat, mustard seed, canola, flaxseed, and oats. <i>(Government of Saskatchewan, Agriculture and Agri-Value) (Record Agricultural Exports for Saskatchewan in 2021, February 2022).</i>
Manufacturing:	Manufacturing plays a key role in Saskatchewan, making up 5.5% of the provincial GDP in 2020. Manufacturing shipments in 2020 were \$13.4B, \$16.2B in 2019, \$17.9B in 2018, \$16B in 2017, \$14.3B in 2016, \$14.1B in 2015, \$16.5B in 2014, and \$15.2B in 2013. Saskatchewan's international exports of manufactured goods were \$5.4B in 2020, \$5.57B in 2019, \$6.5B in 2018, \$6.1B in 2017, and \$6B in 2016. <i>(Overview of the Manufacturing Sector in Saskatchewan 2010-2020)</i>
Mining:	In 2019, the value of Saskatchewan's mineral sales was approx. \$7.36B, which was a 9.3% increase from 2018. Exploration expenditures in 2019 were \$264M, \$193.5M in 2018, and \$169.8M in 2017. Saskatchewan is the world's largest potash producer and the second largest producer of uranium. The world's largest high-grade uranium deposits are in northern Saskatchewan, which account for just over 13% of the world's primary uranium production in 2019. Saskatchewan is the world's leading supplier of uranium, exporting 90% of the uranium it extracts. Other significant mineral production includes gold, silica sand, salt and sodium sulphate, bentonite, clay, and coal. <i>(Saskatchewan Exploration and Development Highlights 2019, Miscellaneous Report 2019-2020) (Government of Saskatchewan, Energy)</i> https://www.nrcan.gc.ca/science-data/data-analysis/energy-data-analysis/energy-facts/uranium-and-nuclear-power-facts/20070
Oil & Natural Gas:	Saskatchewan's had a combined estimated value of oil and gas production of over \$5.9B in 2020. Saskatchewan is the second highest producer of oil in Canada, with 162.1 million barrels of oil produced in 2021. There are 30,000 active oil wells in Saskatchewan, and an oil reserve of 1.2 billion barrels. Saskatchewan is also the third highest in Canada and sixth highest in North America in natural gas production, producing 143.4 billion cubic

feet in 2021. In 2018 the oil and gas industry was the largest contributor to provincial GDP at an estimated 14.6% and accounted for approx. 36,000 direct and indirect jobs, with \$9.8B in value of sales and over \$710M in provincial revenues. (*Saskatchewan Exploration and Development Highlights 2019, Miscellaneous Report 2019-2020.*) (Government of Saskatchewan, Energy)

Research:

Approximately 30% of Canada's ag-biotech research takes place in Saskatchewan. CLS (synchrotron) in Saskatoon is one of the 2 most powerful of its kind in North America. Boundary Dam by Estevan has the world's first and largest carbon capture and sequestration project.

Advantage:

Saskatchewan is one of the cheapest places to do business in the world, and has large reserves of resources in the forestry, mining, agriculture, and energy sectors.

Workforce:

One of the best educated in Canada, about 60% of Saskatchewan's workforce has completed post-secondary education or training. Saskatchewan also has one of the most productive workforces in Canada, with an average of \$82.20 of output per hour worked in 2020.

(<https://www.saskatchewan.ca/business/investment-and-economic-development/advantages-of-doing-business-in-saskatchewan>)

Trade:

Saskatchewan's total exports were \$30.41B in 2020, \$29.8B in 2019, \$31.2B in 2018, \$28.9B in 2017, \$26.5B in 2016, \$32.8B in 2015 and \$35.2B in 2014. In 2020, Saskatchewan's five highest valued exports were potash (\$6.01B), crude oil (\$5B), canola seed (\$3.6B), wheat (\$2.7B), and dried lentil (\$2.2B). The top export markets for Saskatchewan in 2020 were the USA (43.2%), China (13.6%), Japan (4.1%), and India (4%). In 2018, Saskatchewan's highest valued exports were crude oil (\$7.6B), potassium chloride (\$6.4B), canola (\$4.8B), wheat (\$2.37B) and durum wheat (\$1.19B). 55.5% of exports went to the USA, while 14.8% went to China (31.1% increase), 3.6% went to Japan, and 3% went to Brazil. (STEP 2020

State of Trade, February 2021)

Summary:

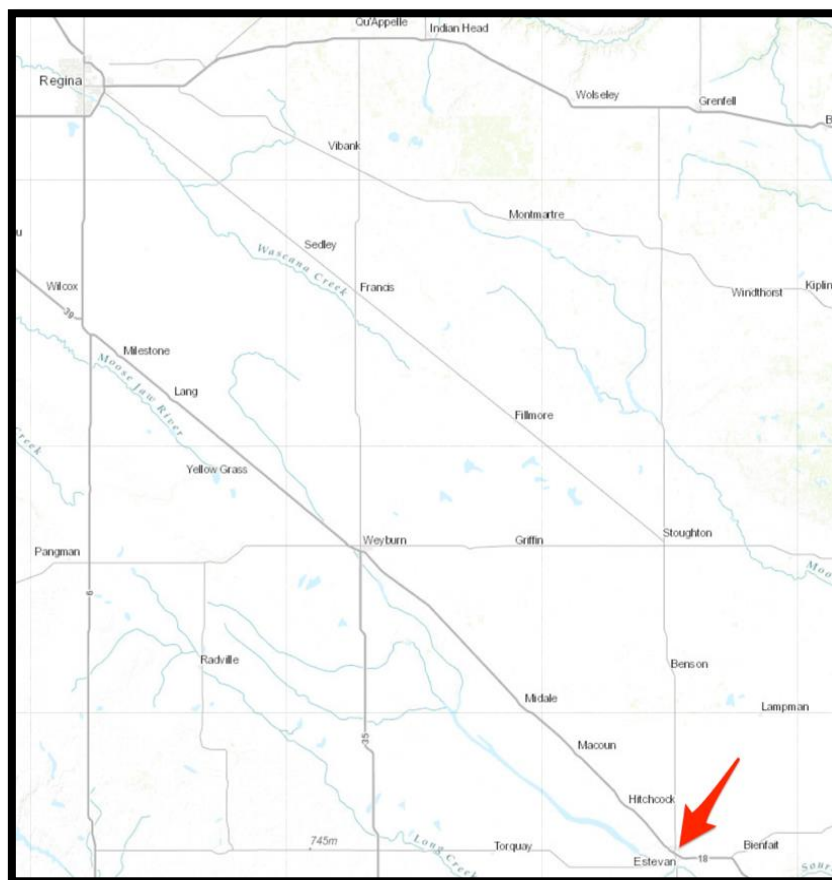
Saskatchewan has experienced steady growth.

Real GDP Statistics:

Year	2014	2015	2016	2017	2018	2019	2020	2021	2022 (F)
Canada	2.4%	1.9%	2.1%	2.0%	2.0%	1.7%	-4.7%	4.7%	2.6%
Saskatchewan	2.0%	-0.8%	-0.1%	1.7%	1.3%	-0.7%	1.2%	3.1%	2.6%

Source: RBC Economics, Provincial Outlook, December 2021

CITY DATA - ESTEVAN



The City of Estevan is located in the southeast corner of the Province of Saskatchewan approximately 124 miles southeast of Regina, The Provincial Capital, and 10 miles north of the U.S. border. Estevan is served by Provincial Highways No. 18, 39 and 47. Estevan serves as the regional trading centre for the entire southeast corner of the Province.

POPULATION HISTORY:	
Estevan Covered Population	
June, 2010	12,876
June, 2011	12,330
June, 2012	12,444
June, 2013	13,115
June, 2014	13,513
June, 2015	13,205
June, 2016	13,307
June, 2017	13,222
June, 2018	12,612
June, 2019	12,743
June, 2020	12,752
June, 2021	12,241
June, 2022	12,331
Source: Saskhealth Covered Population	

Economic Base: Coal (Boundary and Shand Power Stations), petroleum exploration, supply and service and agricultural service.

Economy: The local economy is generally tied to the strength of the oil industry which became weak in late 2014 causing a depressed market. The oil sector improved starting in late 2020 but the local economy is still weak. Nearly all the coal fired power plants are slated to close by 2030.

Estevan Housing Starts:

HOUSING STARTS BY SUBMARKET AND DWELLING TYPE– ESTEVAN						
Year	Single Family	Semi	Row	Apt. & Other	Total	Percentage Change
2010	48	2	8	121	179	-0.1%
2015	18	0	4	0	22	-86.5%
2016	15	0	16	0	31	40.9%
2017	15	0	0	0	15	-51.6%
2018	11	0	0	0	11	-26.67%
2019	6	0	0	0	6	-45.45%
2020	7	0	0	0	7	16.67%
2021	4	0	0	0	4	-42.86%
2022	4	10	0	0	14	250%

Source: <https://www03.cmhc-schl.gc.ca/hmip-pimh/en#Profile/7253/3/Estevan>

Residential: Seller's market for existing houses. Prices are increasing but still below the 2014 peak.

Apartments: Apartment vacancy rate is declining. Some buildings are increasing rents slightly. Good demand by investors to purchase apartment buildings. Slight increase in sale prices.

October 2022 15.2%, October 2021 18.5%, October 2020 26.4%, October 2019 25.8%, October 2018 21.8%, October 2017 25.3%, October 2016 27.6%.

Source: <https://www03.cmhc-schl.gc.ca/hmip-pimh/en#Profile/7253/3/Estevan>

Office & Retail: Limited demand with vacancies

Industrial/Warehouse: Industrial and warehouse is now stable. Rents are still below 2014 peak but very few good buildings available to rent or purchase. Current listings are below average quality.

Hotel: Very weak but starting to show a slight improvement.

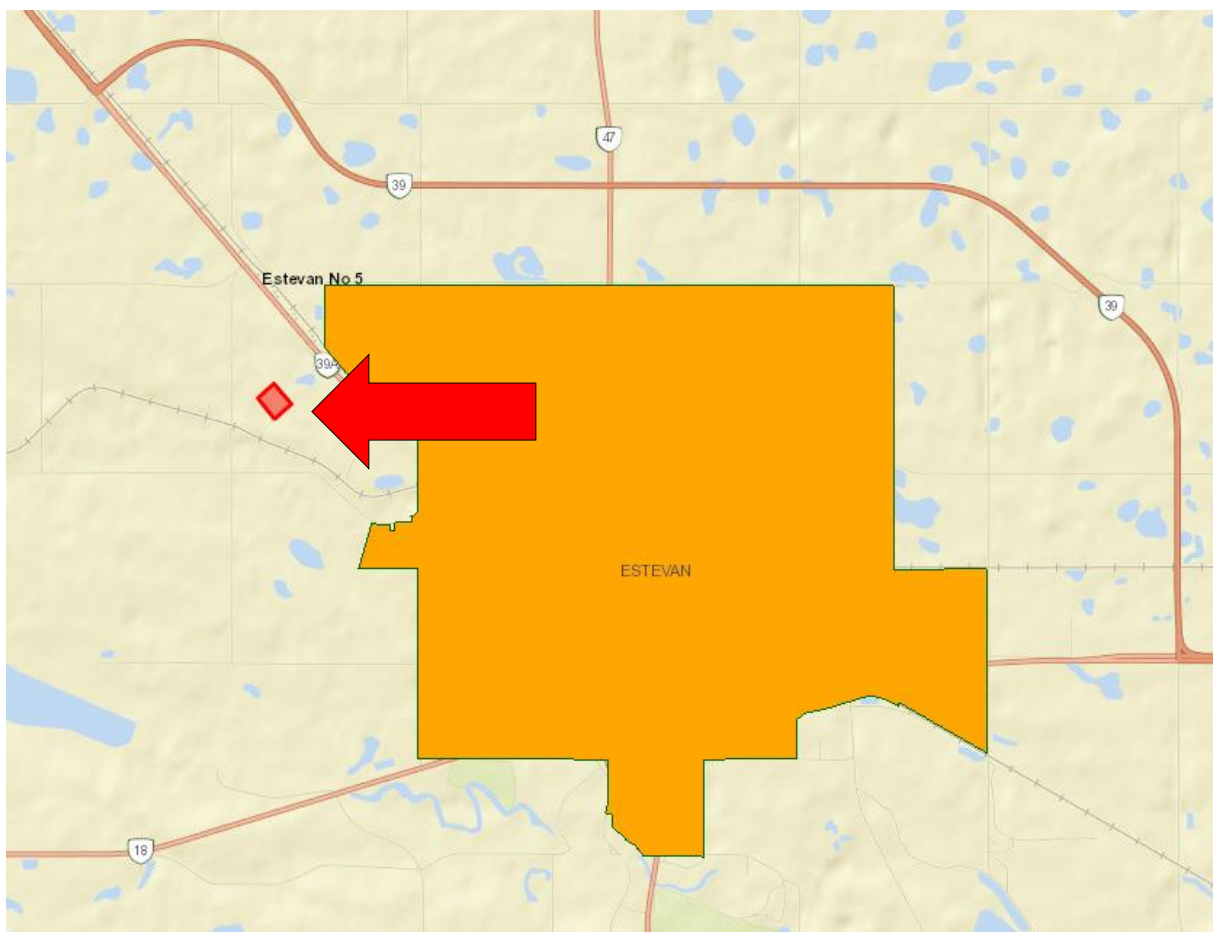
Conclusion: The overall real estate market is now relatively stable.

DEMAND FOR SUBJECT

Although the industrial market is relatively weak there is satisfactory demand for good quality buildings like the subject. The Estevan industrial market has improved in the last year or so.

5.3 NEIGHBOURHOOD, LAND AND SITE DATA

NEIGHBOURHOOD MAP



The subject is located immediately west of Estevan in the Rural Municipality of Estevan #5 on the south side of Highway #39 and the north side of Claman Drive. The immediate area is commercial and light industrial in character.

NEIGHBOURING PROPERTIES

North	Vacant industrial land, light industrial buildings
South (across Claman Dr.)	Vacant industrial land, light industrial buildings
West	Residential acreages
East	Light industrial buildings
Conclusion	The neighbourhood is a good location for the subject property.

SITE DATA

Land Size	10.66 acres, rectangular shape, corner lot.
Services	Fully serviced including City of Estevan water and municipal sewer, electricity, natural gas, telephone, cable, internet. Septic tank for the shop floor drain in the wash bay. Sump pit in the heated storage building.
Topography	Generally level, adequate drainage
Access	Direct from Claman Drive which is an all season gravel road

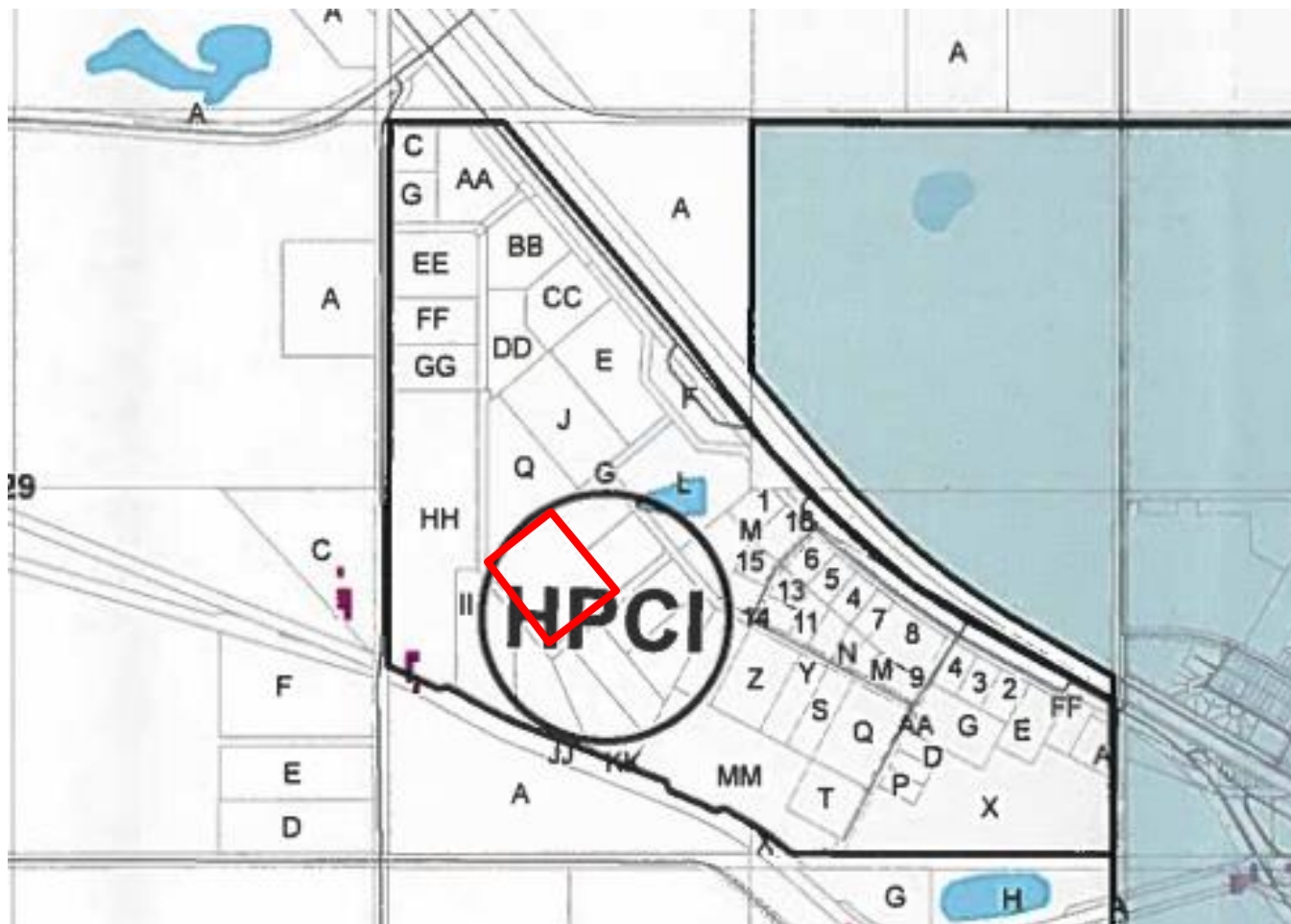
Conclusion

Good access and exposure

LAND USE CONTROLS

Development in the Rural Municipality of Estevan is covered by Zoning Bylaw #5-2014. Under the bylaw, the subject property is zoned **HPCI - High Profile Commercial / Light Industrial**.

ZONING MAP



The purpose of the High-Profile Commercial/Industrial District (HPCI) is to facilitate a wide range of commercial, industrial and related activities located and concentrated primarily along Provincial Highways to provide high visibility for eco-responsible and architecturally planned developments. The subject use as an office with shop and residential suite is a discretionary use. No changes in zoning are anticipated.

5.4 ASSESSMENT AND TAXES

2022 Total Assessed Value	\$2,794,100
2022 Taxable Assessed Value (85%)	\$2,374,985
2022 Total Property Taxes	\$53,924.80

Reassessments in Saskatchewan are completed every 4 years with the date of valuation 24 months prior to the assessment year. The last general reassessment was completed in 2021 using a January 1, 2019 value date. Although the values are market driven they do not reflect the current market value of the property.

5.5 DESCRIPTION OF THE IMPROVEMENTS

There are 2 buildings on the subject parcel:

- 1) One storey light industrial building, no basement
- 2) Heated storage, no basement

1) Main Building

Type	One storey light industrial building, no basement	
Age	2011	
Size	Main Floor	
	80 ft. (w) x 200 ft. (d) =	16,000 sf
	Mezzanine	
	Office Area: 48 ft. (w) x 24 ft. (d) =	1,152 sf
	Suite: 32 ft. (w) x 48 ft. (d) =	1,536 sf
	Total Mezzanine	<hr/> 2,688 sf
	Total Area	18,688 sf
Site Coverage	3.96%	
Exterior Wall Height	18 ft.	
Foundation	Poured concrete slab on grade.	
Exterior Walls	Wood pole frame with metal clad exterior	
Roof	Sloped metal clad	
Windows	Dual glaze PVC frame	
Heating/Cooling	Office:	Floor mounted, natural gas, forced air furnace with air conditioning
	Shop:	Natural gas, ceiling hung unit heater
	Whole building has in-floor heat with 3 boilers.	
Plumbing	Main Floor	
	3 piece washroom (toilet, sink, shower) in office area	
	4 piece washroom (toilet, sink, urinal, shower) in office area but accessed via shop.	
	Mezzanine – 3 piece bathroom (toilet, sink, shower)	
	2 – 1,250 gallon water storage tanks	
	1 – 500 gallon (approx.) water storage tanks	
Electrical	200 amp	
Lighting	Fluorescent	
Overhead Doors	7 – 14 ft. (w) x 16 ft. (h) grade level, with electric lifts	
	1 – 12 ft. (w) x 8 ft. (h) grade level, with electric lift	

INTERIOR FINISH AND LAYOUT

See Addenda for photographs and floor and/or building plans.

Office Area

Reception, 3 private offices, staffroom, 3 piece washroom. Slate tile flooring, gyproc walls, T-bar ceiling with fluorescent lighting.

Shop Area

Open with 30 ft. x 40 ft. = 1,200 sf storage room. Concrete floor with floor drain, full metal wall liner, metal ceiling with fluorescent lighting. 7 overhead doors. Water storage tanks are used for the wash bay and to fill concrete trucks.

Mezzanine

Office Area – Boardroom and a training room. Laminate plank flooring, gyproc walls, T-bar ceiling with fluorescent lighting.

One Bedroom Suite – Full kitchen, open living room, 3 piece bathroom, bedroom. Laminate plank and ceramic tile flooring, gyproc walls, T-bar ceiling, incandescent lighting.

CONDITION

Appears structurally and mechanically sound. The overall condition of the building is good. The remaining economic life is estimated at over 50 years.

2) Heated Storage

Type	One storey heated storage, no basement
Age	2017
Size	60 ft. (w) x 40 ft. (d) = 2,400 sf
Exterior Wall Height	13 ft.
Foundation	Poured concrete slab on grade.
Exterior Walls	Wood frame with metal clad exterior
Roof	Sloped metal clad
Windows	PVC frame horizontal sliding
Heating/Cooling	Natural gas, ceiling hung unit heaters
Plumbing	Floor drain to septic tank
Electrical	100 amp
Lighting	Fluorescent
Overhead Doors	12 ft. (w) x 12 ft. (h) grade level, with chain lift 16 ft. (w) x 12 ft. (h) grade level, with chain lift

INTERIOR FINISH AND LAYOUT

Open storage, concrete floor, metal clad interior, fluorescent lighting.

CONDITION

Appears structurally and mechanically sound. The overall condition of the building is good. The remaining economic life is estimated at over 50 years.

SITE IMPROVEMENTS

Site is fully compacted gravel with chain link perimeter fence on 3 sides with gates. Southwest side has no fence but has concrete blocks.

6.0 PRINCIPLE OF HIGHEST AND BEST USE

Definition: That reasonably probable and legal use of vacant land or an improved property which is physically possible, appropriately supported, financially feasible and that results in the highest value.

The highest and best use of a property is a major factor affecting market value. The value of a property results from its use and varies with the present and prospective, actual and anticipated profit.

Highest and best use can be simply stated as that use likely to produce the greatest net return over a given period of time.

Criteria for determining highest and best use include:

- 1) The use must be legal and in compliance with zoning and building restrictions.
- 2) The use must be within the realm of probability; a likely one, not speculative or conjectural.
- 3) A demand for such use must exist.
- 4) The use must be profitable.
- 5) The use must provide the highest net return to the land.
- 6) The use must produce the return for the longest possible time.

It is to be recognized in cases where a site has existing improvement on it, the highest and best use may very well be determined to be different from the existing use. The existing use will continue unless and until land value in its highest and best use exceeds the total value of the property in its existing use. Implied within these definitions is recognition of the contribution of that specific use to community environment or to community development goals in addition to wealth maximization of individual property owners. Generally, but not always, it is customary the highest and best use of the land as if vacant can be determined from the highest and best use of the parcel as improved.

The subject building is a discretionary use under the zoning bylaw and it conforms to the neighbourhood. The subject use currently exceeds the bare land value and is in compliance with the above criteria. Based on this analysis the current use is the Highest and Best Use.

If the land was vacant a light industrial or warehouse use would be the Highest & Best Use.

7.0 APPROACHES TO VALUE

The traditional three approaches of valuation are:

- 1) Cost Approach
A valuation based on the current cost of reproducing or replacing an improvement less accrued depreciation from all causes, plus the market value of the land.
- 2) Income Approach
A valuation based on the capitalization of the net income produced by the property. The Discounted Cash Flow Analysis method is also used when applicable.
- 3) Direct Comparison Approach
A valuation based on direct comparison with recent sales of similar properties in the open market.

7.1 THE COST APPROACH TO VALUE

The theory of the Cost Approach is to determine the replacement or reproduction cost new of the building and subtract from that the accrued depreciation existing in the building, if any, and then adding the value of the site.

The figure will then be the estimate of market value by the Cost Approach.

The four basic steps are itemized as follows:

- 1) Estimate of land value as if vacant.
- 2) Estimate the current costs of replacing or reproducing the existing improvements.
- 3) Estimate and deduct all causes of depreciation from the reproduction costs.

Depreciation may be one or all of three kinds:

- a) Physical Repair Depreciation or the physical wearing out of the property.
 - b) Functional Depreciation, or lack of desirability in terms of layout, style and design as compared with that of a new property servicing the same function.
 - c) External Depreciation, or a loss in value due to causes outside the property itself.
- 4) Add the present land value to the depreciated cost of the improvements.

7.2 LAND VALUE ESTIMATE BY THE DIRECT COMPARISON APPROACH

This method involves the gathering, analyzing and comparing of data on similar properties that have been sold recently in the vicinity of the subject property.

This approach to value affirms the principle of substitution which briefly states that a prudent purchaser will not pay more for a property than it would cost to buy an equally desirable substitute, provided that there is no delay in making substitution.

The following sales were used to estimate the market value of the subject site.

LAND VALUE - DIRECT COMPARISON APPROACH							
Index	Address	City	Sale Price	Title Transfer Date	Land Size Acres	Zoning	Sale Price Per Acre
Subject	101 Claman Drive	West of Estevan			10.66	HPCI	N/A
1	Block A - Carbon Crescent	East of Estevan	\$ 321,850	May-19	7.88	HPIC	\$ 40,844
2	79 Perkins Street	RM of Estevan #5	\$ 300,000	Mar-18	4.87	AR	\$ 61,602
3	Malmgren Drive	RM of Estevan #5	\$ 212,500	May-17	11.44	HPCI	\$ 18,575
4	342 Superior Road	Estevan	\$ 190,000	Feb-16	2.71	M2	\$ 70,111
5	275 Kensington Avenue S	Estevan	\$ 750,000	Asking	10.27	M2	\$ 73,028
6	Parcel 1 Devonian Street	Estevan	\$1,100,000	Apr-22	9.95	M-2	\$ 110,553
7	105 Frontier Street	East of Estevan	\$ 400,000	Asking	7.11	HPCI	\$ 56,290
8	Parcel 1, Service Road-Highway #39	RM of Weyburn No. 67	\$ 700,000	Jan-22	9.99	HPC	\$ 70,070
9	Lamoro Street	West of Estevan	\$ 200,000	Asking	3.99	HPCI	\$ 50,125
							Minimum \$ 18,575
							Maximum \$ 110,553
							Median \$ 61,602

See *Land Sales* in the Addenda section for detailed information sheets on the indexes.

LAND SALES MAP



Note: Index 8 is not shown on the map and is located just northwest of Weyburn.

ANALYSIS AND CONCLUSION – LAND VALUE

Smaller sites and corner sites generally sell for a higher price per square foot / acre than larger sites and interior sites.

Smaller sites and corner sites generally sell for a higher price per square foot / acre than larger sites and interior sites.

Index 1 (\$40,844/acre) is smaller but is an inferior location.

Index 2 (\$61,602/acre) is smaller but was unserviced at the time of sale. Natural gas and electricity were at the adjacent property.

Index 3 (\$18,575/acre) is located just northeast of the subject. It is serviced but is larger.

Index 4 (\$70,111/acre) is smaller but does not have city of Estevan sewer.

Index 5 (\$73,028/acre) is a superior location and is similar in size. It is only an asking price.

Index 6 (\$110,553/acre) is a recent sale. It is slightly smaller but is a superior location.

Index 7 (\$56,290/acre) is smaller and has Highway visibility.

Index 8 (\$70,070/acre) is a recent sale in the RM of Weyburn just northwest of Weyburn along Hwy 39. It is slightly smaller but is a superior location.

Index 9 (\$50,125/acre) is immediately north of the subject. It is smaller but is only an asking price.

The current demand in Estevan for land like the subject is very weak. The subject is a 10.66 acre parcel just west of the city limits of Estevan. It is fully serviced including water and sewer. The land was purchased for \$300,000 in November 2010. The comparables indicate a land value of more than \$18,575/acre but less than \$40,844/acre. Based on this analysis and with consideration to all factors, the subject land value estimate is:

10.66 acres	x	\$ 35,000 per acre	=	\$ 373,100
Rounded to				\$ 373,000

THE COST APPROACH - CONTINUED

When considering the value by the Cost Approach, it is recognized that cost and value are not synonymous. Value is the relationship between a commodity and the desire for purchase. Value may be higher or lower than the cost to build. The cost to produce an item and what that item will sell for on the open market are two separate concepts. This approach is deficient in recognizing that the prudent purchaser would be willing to pay an amount equal to sales of property which could be considered as acceptable substitutes for the subject. It inadequately considers the present worth of future benefits which will likely accrue from ownership of this property. The premise that the value of the whole parcel is the sum of the independently determined values of the components is a major weakness. It is difficult to assign to any single component the measure of its contribution to the composite productivity of the whole property.

This approach loses its reliability as improvements become older because of the magnitude of the depreciation estimate and the assumptions required in estimating the reproduction cost new. A depreciation factor must be applied to reflect actual market value and economic conditions. In order to apply a depreciation rate in the Cost Approach, the market value should already be known.

The Cost Approach requires some major assumptions. It tends to be unrealistic and subjective in nature as it is infrequently used by buyers in the marketplace. It insufficiently and subjectively attempts to recognize the economic forces of the real estate marketplace for improved properties.

The Income Approach and Direct Comparison Approach are better indicators of value.

7.3 THE INCOME APPROACH TO VALUE

The Income Approach is a method of valuation whereby the estimated annual net income produced by a property is capitalized at an appropriate rate into an indication of the property's capital value. The total amount obtained should be approximately market value because it is the estimated price which an investor would pay for the property having a regard for the net income flow.

The Income Approach involves the following basic steps:

- 1) Estimate the total annual gross income of the property, less likely future vacancies and bad debts.
- 2) Estimate the total annual operating expense.
- 3) Calculate the annual net operating income.
- 4) Select an appropriate capitalization rate.
- 5) Using a suitable procedure, convert the anticipated annual net operating income stream into an indication of the capital value of the property.

Capitalization in the appraisal of real estate may be defined as the process of converting into a present value a series of anticipated future annual installments of income by the application of a capitalization rate.

The Capitalization Rate is a conversion factor, appropriate to the property being appraised, that is applied to the income stream to convert it to an indication of the market value of a property. It is the rate, commensurate with the risk presented, at which a future income stream is discounted to a present worth. Simply stated, the arithmetical formula appears as follows:

$$\frac{\text{Net Operating Income}}{\text{Capitalization Rate}} = \text{Value}$$

Two techniques may be used to analyze the subject income stream.

- (1) The current year's proforma net income or most recent actual income may be capitalized by an overall capitalization rate. Value = Net Income ÷ O.C.R.
- (2) The Discounted Cash Flow Analysis technique involves projecting revenues and expenses over an investment horizon and discounting the income stream into an indication of present value. This approach measures potential income, the value of the rental reversion and the possible capital gain of the property in the future.

The discounted cash flow method is most reliable when there are long term leases in place (5 or more years). Income producing properties with less than 5 or less years remaining are typically adequately valued with the Direct Capitalization method.

DEFINITION OF MARKET RENTS

1) Gross Lease

Landlord pays all costs such as property taxes, building insurance, heat, lights, water, janitorial and maintenance and repairs and property management.

2) Triple Net Lease

Tenant pays all expenses such as property taxes, building insurance, repairs & maintenance and all utilities. Landlord has no expenses other than structural maintenance and property management.

3) Absolute Net Lease

Tenant pays all expenses except structural maintenance.

SUBJECT LEASE ANALYSIS

The subject property is owner occupied and not presently subject to a lease. Rents in similar properties were analyzed to estimate the subject's market rent. Due to the limited rental market for the suite it will be treated as office space in the rental analysis.

MARKET RENT

To examine the rent potential of the subject in relation to the market, a survey of the market was conducted. The following rent indexes were examined:

MARKET LEASE DATA SUMMARY TABLE									
Index	Address	City	Size (sf)	Term (months)	Start Date	End Date	Year Built	Land Size (acres)	Rent PSF
Subject	101 Claman Drive	West of Estevan	18,688					10.66	
1	101 Jahn Street	Estevan	11,846	12	Aug-22	Jul-23	2012	5.58	\$ 8.00
2	500 & 510 6th Street	Estevan	4,800	60	Nov-18	Oct-23	2008	1.12	\$ 12.35
3	105 McClement Drive	Estevan	23,582		Asking		2009	10.00	\$ 9.00
4	501 6th Street	Estevan	6,016		Asking		1987	0.60	\$ 8.50
5	349 6th Street	Estevan	8,096		Asking		2005	1.04	\$ 7.00
6	Highway #18	Oxbow	14,688	60	Dec-20	Nov-25		6.35	\$ 8.15
7	359 6th Avenue North	Yorkton	7,000	48	May-21	Apr-25	2012	0.68	\$ 10.45
8	220 North Service Road	Moose Jaw	12,918	62	Jan-21	Feb-26	1996	3.00	\$ 7.00
9	690 Fairford Street West	Moose Jaw	7,472		Asking		1997	1.51	\$ 12.50
10	359 6th Avenue North	Yorkton	7,000	60	May-16	May-21	2012	0.68	\$ 10.00
11	1 Malmgren Drive	RM of Estevan No.5	12,600	36	Oct-20	Sep-23	2007	1.95	\$ 8.96
12	Highway 39 West	RM of Estevan No.5	41,948	60	Dec-17	Nov-22	2006	20.00	\$ 10.44
							Minimum		\$ 7.00
							Maximum		\$ 12.50
							Median		\$ 8.98

See *Market Lease Comparables* in the Addenda section for detailed sheets on the indexes.

ANALYSIS AND CONCLUSION –MARKET RENT

Smaller buildings generally lease for a higher rent psf than larger buildings.

Index 1 (\$8.00 psf) is smaller but has less land area.

Index 2 (\$12.35 psf) is smaller.

Index 3 (\$9.00 psf) is larger in total size but is a superior location. It is only an asking rent.

Index 4 (\$8.50 psf) is smaller and is only an asking rent.

Index 5 (\$7.00 psf) is smaller and is only an asking rent.

Index 6 (\$8.15 psf) is smaller and is John Deere dealership.

Index 7 (\$10.45 psf) is smaller and is in Yorkton which is a superior market.

Index 8 (\$7.00 psf) is smaller and is in Moose Jaw which is a superior community but has less land area.

Index 9 (\$12.50 psf) is smaller and is in Moose Jaw.

Index 10 (\$10.00 psf) is smaller and is in Yorkton which is a superior community.

Index 11 (\$8.96 psf) is smaller and is located near the subject.

Index 12 (\$10.44 psf) is larger but is a superior location and building.

The subject is relatively large for the subject market but is a good quality building with a good yard area. The market indexes indicate a market rent for the subject of more than \$8.00 psf but less than \$10.44 psf and near \$9.00 psf. Based on this analysis and with consideration to all factors, including the subject age, location, condition, etc., the market rent estimate for the subject main shop building is \$9.00 per square foot on an absolute net basis for the main floor area. The market rent estimate for the mezzanine office and suite area is \$5.00 psf since finished mezzanine areas typically rent for approx. half the main floor rate. The heated storage building has limited interior finish but is relatively small. Therefore, the market rent estimate for the heated storage is \$7.00 psf.

LONG-TERM VACANCY ALLOWANCE

The subject property is fully occupied. Demand by tenants is only fair for buildings like the subject and there are some competing properties available for lease. With consideration to all factors a standard long-term vacancy allowance of 5% will be used in the analysis.

LANDLORD EXPENSES - STRUCTURAL

In an absolute net lease, the landlord is responsible for structural maintenance and the non-recoverable operating costs on any vacancy. The tenant pays all other operating costs including property management.

A structural repair reserve of 2% is appropriate.

NON-RECOVERABLE OPERATING EXPENSES ON LONG-TERM VACANCY

Non-recoverable operating expenses make provision for the owner's costs of carrying expenses on vacant area. The estimate is based on a 5% long-term vacancy allowance with operating expenses at \$3.50 psf which similar to competing properties in the subject neighbourhood.

CAPITALIZATION RATE

The following income producing property sales are analyzed in order to extract an appropriate capitalization rate for the subject.

CAPITALIZATION RATE SUMMARY TABLE								
Index	Address	City	Sale Price	Title Transfer Date	Property Type	Year Built	Size (SF)	Capitalization Rate
Subject	101 Claman Drive	West of Estevan			Industrial	2011	18,688	
1	1430 Caribou Street East	Moose Jaw	\$ 960,000	Oct-22	Industrial	2015	8,000	9.25%
2	1350 and 1250 Coteau Avenue West	Weyburn	\$ 600,000	Aug-22	Industrial	2012	6,000	7.27%
3	126 Husum Road	RM of Sherwood No. 159	\$ 3,100,000	Apr-22	Industrial	2015	17,800	7.11%
4	Highway 39 West	West of Estevan	\$ 4,900,000	Apr-22	Industrial	2006	41,948	8.42%
5	24 Chester Road	Moose Jaw	\$ 770,000	Jan-21	Industrial	2014	8,000	8.83%
6	220 North Service Road	Moose Jaw	\$ 915,000	Dec-20	Industrial	1996	12,918	8.96%
7	359 & 369 6th Avenue North	Yorkton	\$ 1,450,000	Sep-20	Industrial	2012	12,400	7.24%
8	228 20th Avenue	South of Weyburn	\$ 953,612	Oct-18	Industrial	2010	11,800	9.24%
9	400 & 440 King Street	Estevan	\$13,000,000	Oct-19	Shopping Center	1974	150,739	9.27%
							Minimum	7.11%
							Maximum	9.27%
							Median	8.83%

See *Investment Property Sales* in the Addenda section for detailed sheets on the capitalization rate indexes.

CONCLUSION – CAPITALIZATION RATE SECTION

Older buildings and larger single tenant buildings tend to sell for higher capitalization rates than newer or smaller buildings since older buildings will require improvements sooner. There are higher holding costs if vacancy occurs in larger single tenant buildings which increases risk. Generally, multi-tenant buildings and newer buildings will sell for lower capitalization rates than older and larger single tenant buildings since there are lower holding costs when vacancy occurs. Smaller buildings are also more affordable to a larger number of buyers which decreases the capitalization rate. Buyers are generally willing to pay lower capitalization rates for buildings with long term leases and good covenant tenants since the income stream is considered more secure than buildings with local tenants or month – month tenancies.

Index 1 (9.25%) is a multi-tenant building in Moose Jaw.

Index 2 (7.27%) is a smaller building in Weyburn. It was purchased by the tenant.

Index 3 (7.11%) is close to Regina and is newer.

Index 4 (8.42%) is a larger building in Estevan. It was purchased by the tenant.

Index 5 (8.83%) is a multi-tenant building in Moose Jaw but it has gross leases.

Index 6 (8.96%) is a smaller industrial building in Moose Jaw. It is a high capitalization rate due to being purchased out of a foreclosure.

Index 7 (7.24%) is a multi-tenant building in Yorkton.

Index 8 (9.24%) is an industrial building south of Weyburn. It was purchased by the tenant.

Index 9 (9.27%) is the sale of the indoor mall in Estevan. It is larger and older.

The subject building is relatively new and in good condition with a large yard. The market indexes indicate a capitalization rate for the subject of more than 8.42% but less than 8.83%. Demand for Estevan investment real estate is currently weak. Based on this analysis and with consideration to all factors, an 8.75% capitalization rate is appropriate for the subject property.

CALCULATION OF INCOME APPROACH VALUE – DIRECT CAPITALIZATION					
A) Potential Annual Base Rent					
				Base Rent	
		Size SF		psf	Annual Rent
1) Main Floor		16,000	@	\$ 9.00	= \$ 144,000
2) Mezzanine		2,688	@	\$ 5.00	= \$ 13,440
3) Heated Storage		2,400	@	\$ 7.00	= \$ 16,800
Total Potential Base Rent		21,088			\$ 174,240
B) Long Term Vacancy Allowance				5%	\$ 8,712
C) Effective Annual Base Rent					\$ 165,528
D) Landlord's Expenses					
Structural Repair Reserve				2%	\$ 3,311
Non-Recoverable Operating Costs on Vacancy Allowance					
21,088 sf X 5%	=	1,054 sf	@	\$3.50 psf	= \$ 3,689
E) Net Operating Income					\$ 158,528
=					
Net Income					Market Value Estimate
Capitalization Rate					by Income Approach
					Direct Capitalization Method
\$158,528					
8.75%					=
					\$ 1,811,749

The final factor to consider is that there is 5.0 acres of excess land. The estimated value by the Income Approach is based on just 5.66 acres (site coverage of 7.5% based on 18,400 sq.ft. total main floor area). The land value estimate for the whole 10.66 acres was \$35,000 per acre. The excess land value is also \$35,000 per acre. Therefore,

Market Value Estimate by Income Approach		\$ 1,811,749
Add Excess Land		
	5.00 acre x \$ 35,000 per acre =	\$ 175,000
Final Estimate of Market Value By Income Approach Including Excess Land		\$ 1,986,749
Rounded to		\$ 1,987,000

7.4 THE DIRECT COMPARISON APPROACH

The direct comparison approach is based on the principle of substitution which states that “a prudent buyer will not pay more for a property than the cost of buying an equally desirable substitute providing there is no undue delay in making the substitution.” This approach, therefore, involves comparison of the subject property to other properties that have sold in the marketplace. The indexes that have the fewest differences are the best indicators of value for the subject.

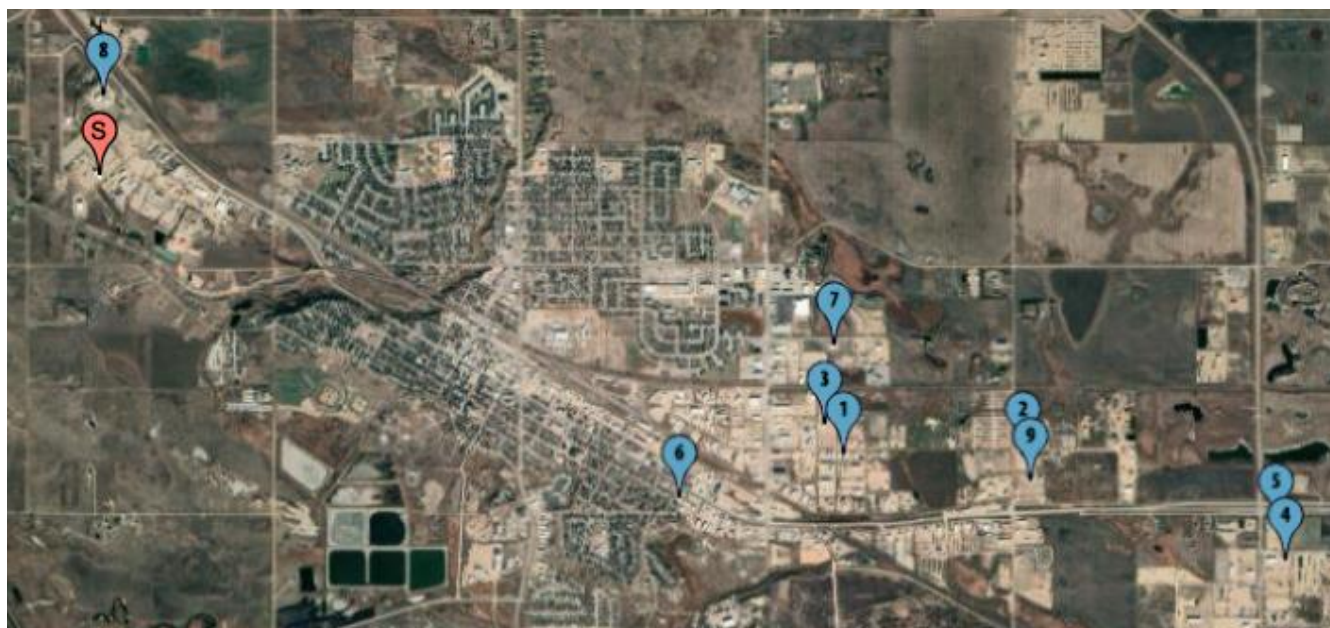
The major advantage of the direct comparison approach is that it reflects the actions of the buyers and sellers in the marketplace. The weakness of the approach is that it is based on historical sales. Therefore, the assumption is made that the marketplace will continue to behave in the future as it has in the past. The approach is most valuable when truly comparable properties from the same general area are available for comparison.

DIRECT COMPARISON SUMMARY TABLE

DIRECT COMPARISON SUMMARY TABLE								
Index	Address	City	Sale Price	Title Transfer Date	Property Type	Year Built	Size (SF)	Residual Building Sale Price PSF
Subject	101 Claman Drive	West of Estevan			Industrial	2011	16,000	
1	68 Devonian Street	Estevan	\$ 365,000	May-22	Industrial	1998	5,040	\$ 68
2	18 Devonian Street	Estevan	\$ 2,520,000	Mar-22	Industrial	2014	20,064	\$ 103
3	77 - 79 Devonian Street	Estevan	\$ 562,000	Dec-21	Industrial	1996	10,560	\$ 32
4	104 Frontier Street	RM of Estevan	\$ 510,000	Nov-21	Industrial	2012	4,000	\$ 103
5	1 Frontier Street	East of Estevan	\$ 2,520,000	Nov-21	Industrial	2007	26,991	\$ 75
6	233 and 229 3rd Street	Estevan	\$ 450,000	Sep-21	Industrial	1993	7,200	\$ 36
7	516 Nesbitt Drive	Estevan	\$ 500,000	Mar-21	Industrial	2010	7,032	\$ 47
8	Highway 39 West	West of Estevan	\$ 4,900,000	Apr-22	Industrial	2006	41,948	\$ 103
9	105 McClement Drive	Estevan	\$ 1,950,000	Asking	Industrial	2009	23,582	\$ 68
							Minimum	\$ 32
							Maximum	\$ 103
							Median	\$ 68

See *Direct Comparison Sales* in the Addenda section for detailed sheets on the market indexes.

DIRECT COMPARISON COMPARABLE SALES



CONCLUSIONS – DIRECT COMPARISON APPROACH

Larger buildings generally sell for a lower price psf than smaller buildings. The property rights, the sales dates, the listing dates, the motivation of parties involved, and the financing are assumed to be similar to the subject property unless otherwise noted.

Index 1 (\$68 psf) is a recent sale of an industrial building in Estevan. It is smaller and newer.

Index 2 (\$103 psf) is larger but is newer.

Index 3 (\$32 psf) is smaller but is an inferior building.

Index 4 (\$103 psf) is smaller and newer.

Index 5 (\$75 psf) is larger.

Index 6 (\$36 psf) is smaller but is an inferior building.

Index 7 (\$47 psf) is smaller and newer but is an inferior location.

Index 8 (\$103 psf) is larger but is a superior location and building.

Index 9 (\$68 psf) is larger in total area and the buildings are separated with only an office trailer. It is inferior.

The subject building is relatively large for the subject market. The market indexes indicate a residual building value for the subject main floor of more than \$75 psf but less than \$103 psf. The value of finished mezzanine is typically near half of the main floor value. The heated storage has no washroom or office which indicates a relatively low value per square foot. Based on this analysis and with consideration to all factors the residual building value for the subject is estimated to be:

Market Value Estimate By Direct Comparison Approach						
Main Floor	16,000 sf	x	\$ 85.00 psf	=	\$	1,360,000
Mezzanine	2,688 sf	x	\$ 45.00 psf	=	\$	120,960
Heated Storage	2,400 sf	x	\$ 40.00 psf	=	\$	96,000
Total Improvement Value					\$	1,576,960
Add Land Value					\$	373,000
Total Estimate of Market Value					\$	1,949,960
By Direct Comparison Approach:						
Rounded to:					\$	1,950,000

8.0 RECONCILIATION AND FINAL ESTIMATE OF VALUE

Land Value	\$373,000
Cost Approach	Not Applicable
Income Approach	\$1,987,000
Direct Comparison Approach	\$1,950,000

The Cost Approach is a relevant approach for new construction projects, or where accumulated depreciation is perceived to be low, or otherwise quantifiable. Conjecture required to properly estimate replacement cost and depreciation of older, existing properties render the cost approach less reliable. Due to the nature of the subject improvements, the cost analysis was not applied in this appraisal.

The Income Approach is most relevant when there are leases in place or a lease rate for the subject property can be properly estimated based on reliable market information. The subject property is not an investment property that is generating rental income to the owner.

The Direct Comparison approach is best utilized when good comparable properties can be found to have recently sold in the market. The sales used in this instance are satisfactory given the size of the market and sales activity. They provide a good indication of value.

The two approaches produce estimates within 1.9% and are given equal weight. The midpoint is \$1,968,500.

Final Estimate of Current Market Value	\$1,970,000
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8.1 EXPOSURE TIME FRAME

By definition, reasonable exposure time inherent in the market value concept is always presumed to precede the effective date of the appraisal. Exposure time is different for various types of real estate and under various market conditions. The overall concept of reasonable exposure time encompasses not only adequate, sufficient and reasonable time, but also adequate, sufficient and reasonable marketing effort. Commercial properties in the local market typically take between six to twelve months to sell. Therefore, the estimated exposure time frame for the subject property is in the six to twelve month range which is also the marketing time.

9.0 ADDENDA



BRUNSDON LAWREK & ASSOCIATES

REAL ESTATE APPRAISALS AND ADVISORY SERVICES

9.1 APPRAISER QUALIFICATIONS

Murray Grapentine, AIC Candidate Member

POSITION	AIC Candidate Member in the firm Brunsdon Lawrek & Associates, an independent real estate appraisal firm.
QUALIFICATIONS	Murray has been employed in the real estate business in Regina, Saskatchewan since 2008. He has completed all the professional development requirements for the current period. He is currently a member in good standing with the Appraisal Institute of Canada.
EDUCATION	<ul style="list-style-type: none">• Bachelor of General Studies, Applied Studies (November 2019)• AIC Candidate Member, February 2019 (currently completing classes) University of British Columbia & Athabasca University.
EXPERIENCE	<p>Murray was employed as an appraisal analyst in Regina, Saskatchewan 2008 - 2019. His experience covers a broad spectrum of commercial, institutional, multi-residential and industrial properties amongst other types of real estate consulting. He became an AIC Candidate Member in February 2019. His work includes:</p> <ul style="list-style-type: none">• Commercial appraisals on a variety of property types• Valuation for financing, marketing, insurance, marital separation, estate settlement, as is/as improved, foreclosure, retrospective, seized properties
PROFESSIONAL MEMBERSHIPS	Appraisal Institute of Canada Member # 913827

Peter Lawrek, B.A., AACI, P.App, Fellow

POSITION	Managing Partner in the firm Brunsdon Lawrek & Associates, an independent real estate appraisal firm
QUALIFICATIONS	<p>May 1975 – University of Regina, Bachelor of Arts Degree (Economics).</p> <p>December 1981 – AACI (Accredited Appraiser Canadian Institute) from the Appraisal Institute of Canada. Real Estate Appraiser in Regina since 1975.</p> <p>June 2016 – Awarded Fellow designation for exemplary contributions to the appraisal profession</p>
EXPERIENCE	<p>Peter’s appraisal experience covers a broad spectrum of commercial, institutional, multi-residential, agricultural and industrial properties, and includes market value appraisals of other types of real estate, market rent reports and consulting studies. Specialties include hotel/motel valuation, shopping centres, land development valuation, office and retail and expropriation.</p> <p>Approved appraiser for several lending institutions and has completed assignments for local, provincial and national clients. Appeared as an expert witness before the Court of Queen’s Bench in the province of Saskatchewan, Surface Rights Arbitration and other arbitration hearings.</p> <p>Has lectured and spoke at Regina Real Estate Association, Saskatchewan Real Estate Forum and Appraisal Institute conferences. Contributor to Canadian Property Valuation magazine.</p>
COMMUNITY/ PROFESSIONAL INVOLVEMENT	<p>Chairman, Regina Chapter, Appraisal Institute of Canada 1983 1984 And 1984 1985.</p> <p>President, Saskatchewan Association, Appraisal Institute of Canada 1987-1988.</p> <p>Member of Executive Committee Saskatchewan Association, Appraisal Institute of Canada 1983 - 1993.</p> <p>Member of Sask. Assn. Professional Development Committee Since Early 1999.</p> <p>Member of Editorial Advisory Board, National Publications Committee, Appraisal Institute of Canada (1983 1985) And Member of National Membership Services Committee (1985-86). Member of The National Admissions Committee (1989-90).</p> <p>Member of Appraisal Institute National Adjudicating Committee 1999 – 2010 Including 2 Year Term as Chair.</p> <p>Member of Appraisal Institute National Appeal Committee September 2011 – June 2018.</p> <p>Advocate on National Professional Practice Committee since January 2020</p> <p>Past Advisor to First Nations Housing Group.</p> <p>Supporter of Habitat for Humanity.</p>
PROFESSIONAL MEMBERSHIPS	<p>Appraisal Institute of Canada</p> <p>Accredited Appraiser Canadian Institute (AACI)</p> <p>Professional Appraiser (P.App.)</p> <p>Certificate #2140</p>

9.2 PHOTOGRAPHS

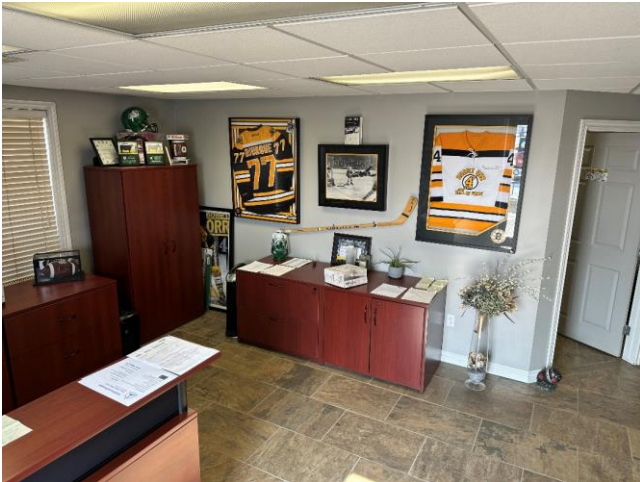
1) Main Office and Shop
East (front) and South Sides



West (Rear) and North Sides



Reception



Office



Office



Office



Bathroom



Staffroom



Shop



Wash Bay



Storage Mezzanine



Boiler Room



Mezzanine Area
Training Room



Boardroom



Suite
Kitchen



Living/Dining Room



Bedroom



Bathroom



2) Heated Storage
East (Front) and South Sides



Interior



Yard



Yard



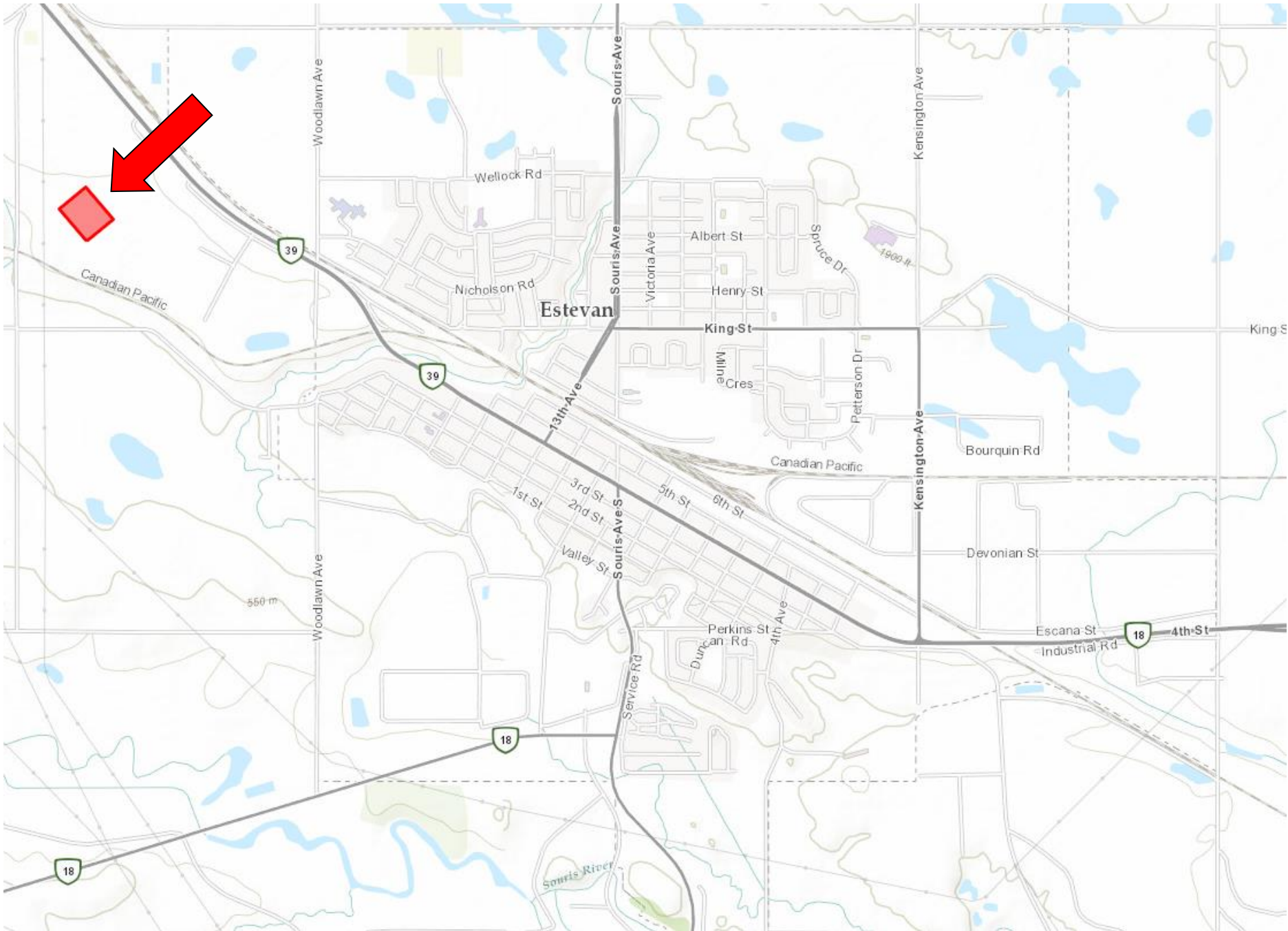
Yard



9.3 AERIAL PHOTOGRAPH



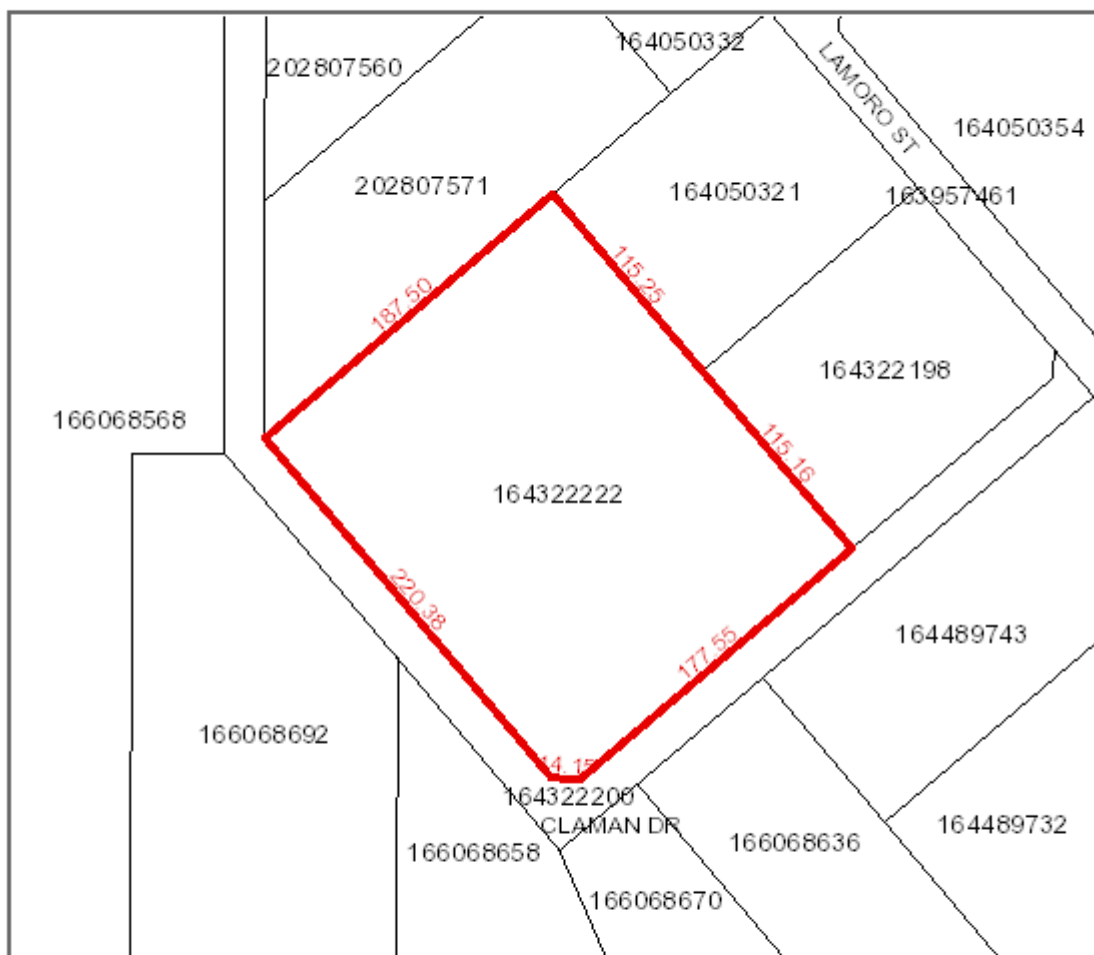
9.4 CITY OF ESTEVAN



9.5 PARCEL PLAN

**Surface Parcel Number: 16432222**

REQUEST DATE: Wed Mar 29 12:44:50 GMT-06:00 2023

**Owner Name(s)** : F & L CONCRETE SERVICES LTD.**Municipality** : RM OF ESTEVAN NO. 005**Title Number(s)** : 140053924**Parcel Class** : Parcel (Generic)**Land Description** : Blk/Par P-Plan 101969871 Ext 0**Source Quarter Section** : SW-28-02-08-2**Commodity/Unit** : Not Applicable**Area** : 4.315 hectares (10.66 acres)**Converted Title Number** : 98SE09532**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.

9.6 CERTIFICATE OF TITLE

Province of Saskatchewan

Land Titles Registry Title

Title #: 140053924
Title Status: Active
Parcel Type: Surface
Parcel Value: \$300,000.00 CAD
Title Value: \$300,000.00 CAD
Converted Title: 98SE09532
Previous Title and/or Abstract #: 137242885

As of: 29 Mar 2023 12:45:49
Last Amendment Date: 18 Oct 2022 11:29:12.856
Issued: 24 Nov 2010 08:29:24.963

Municipality: RM OF ESTEVAN NO. 005

F & L CONCRETE SERVICES LTD. is the registered owner of Surface Parcel #164322222

Reference Land Description: Blk/Par P Plan No 101969871 Extension 0

This title is subject to any registered interests set out below and the exceptions, reservations and interests mentioned in section 14 of *The Land Titles Act, 2000*.

Registered Interests:

Interest #:
156164474

Public Utility Easement

Value: N/A
Reg'd: 30 Aug 2011 13:58:20
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:

R.M. of Estevan No. 5
 #1, 322 - 4th Street
 Estevan, Saskatchewan, Canada S4A 0T8
Client #: 102473489

Int. Register #: 117681565

Interest #:
156237622

Joint Use Utility Easement

Value: N/A
Reg'd: 07 Sep 2011 11:31:56
Interest Register Amendment Date: 09 Nov 2015
 16:39:58
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder as Tenant in Common

Interest Share: 1/2
Interest Share Number: 163171953

Holder:

SASKATCHEWAN POWER CORPORATION
 2025 VICTORIA AVE
 REGINA, SK, Canada S4P 0S1
Client #: 100307618

Holder as Tenant in Common

Interest Share: 1/2
Interest Share Number: 163171964

Holder:

Saskatchewan Telecommunications
 13th Floor, 2121 Saskatchewan Drive
 Regina, Saskatchewan, Canada S4P 3Y2
Client #: 100006861

Int. Register #: 117702075

Feature #: 100268030

Interest #:

165329107Power Corporation Act Easement
(s.23)**Value:** N/A
Reg'd: 23 Dec 2013 10:03:06
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A**Holder:**SASKATCHEWAN POWER CORPORATION
2025 VICTORIA AVE
REGINA, SK, Canada S4P 0S1
Client #: 100307618**Int. Register #:** 119682221**Interest #:**
175652152

Mortgage

Value: \$1,192,400.00 CAD
Reg'd: 22 Jun 2016 16:08:32
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A**Holder:**Affinity Credit Union 2013
130 1st Avenue North
Saskatoon, Saskatchewan, Canada S7K 0G1
Client #: 128811720**Int. Register #:** 121653334**Interest #:**
175652163

Assignment of Rents

Value: N/A
Reg'd: 22 Jun 2016 16:08:33
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A**Holder:**Affinity Credit Union 2013
130 1st Avenue North
Saskatoon, Saskatchewan, Canada S7K 0G1
Client #: 128811720**Int. Register #:** 121653345**Addresses for Service:****Name****Address****Owner:**F & L CONCRETE SERVICES LTD.
Client #: 100367917

BOX 742 ESTEVAN, Saskatchewan, Canada S4A 2A6

Notes:

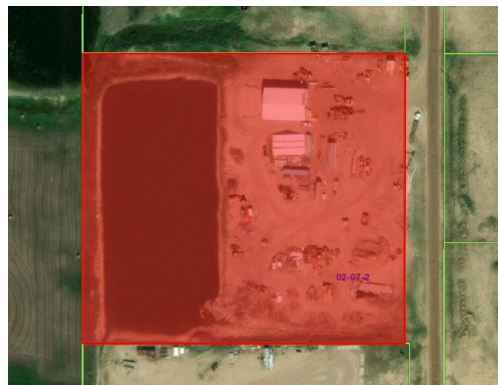
Parcel Class Code: Parcel (Generic)

[Return](#)

9.7 LAND SALES

Land Sale: 1

Land - Industrial Land



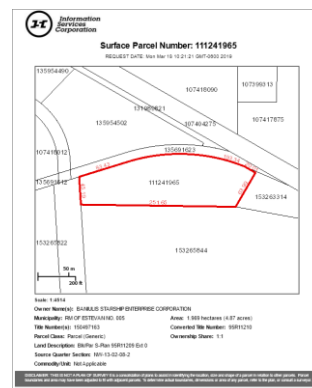
Transaction			
Address	Block A - Carbon Crescent	Vendor	Marian Land Development Sales Ltd.
City	East of Estevan Saskatchewan	Purchaser	R.S. Wilson & Son Const. Ltd.
Market Type	Estevan - SK-SE	Sale Status	Closed
Parcel(s)	203538001	Contract Date	
Legal Description	Block A Plan 101949903	Title Transfer Date	May 29, 2019
Property ID#	30696	Sale Price	\$321,850
		Title Number	151913145

Site			
Land Acres	7.88	Zoning	HPIC - High Profile Commercial Industrial
Land Sq Ft	343,253	Shape	Rectangular
Parcel Type		Topography	Generally level, adequate drainage
Services	Electricity, natural gas, municipal water, septic tank required		
Site Description	There is a large water retention pond at the rear of the site.		
Location	The subdivision is located at the southwest corner of King Street and Hwy #39 (bypass) in the RM of Estevan #5. The subject parcel is on the west side of Carbon Cres. near the southwest corner of the subdivision.		

Financial Data	
Sale Price/SF of Land	\$.94
Sale Price/Acre Land	\$40,844

Sale Remarks
Was subdivided from Block B Plan 101934525 Ext 6

Land Sale: 2 Land - Industrial Land



Transaction			
Address	79 Perkins Street	Vendor	Wanner Holdings Ltd.
City	RM of Estevan #5 Saskatchewan	Purchaser	Baniulus Starship Enterprise Corporation
Market Type	Estevan - SK-SE	Sale Status	Closed
Parcel(s)	111241965	Contract Date	
Legal Description	Block S Plan 95R11209	Title Transfer Date	March 13, 2018
Property ID#	27337	Sale Price	\$300,000
		Title Number	150497163

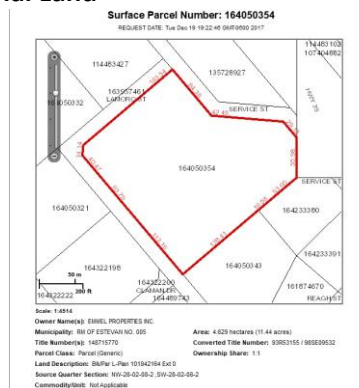
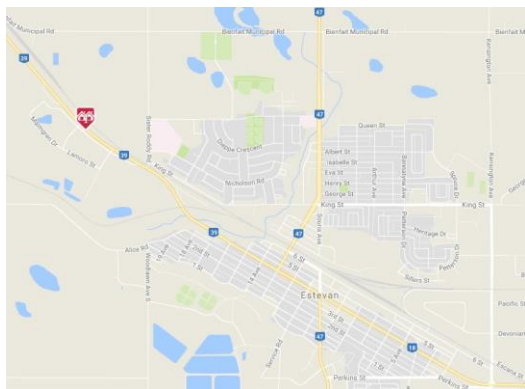
Site			
Land Acres	4.87	Zoning	AR - Agriculture
Land Sq Ft	212,137	Shape	Irregular
Parcel Type	Interior	Topography	Generally level, adequate drainage
Services	Unserviced but the buyer extended natural gas and electricity from adjacent properties. Well and septic required.		
Location	Adjacent to the southeast city limits of Estevan		

Financial Data	
Sale Price/SF of Land	\$1.41
Sale Price/Acre Land	\$61,602

Sale Remarks
Purchaser constructed a 6,000 sf light industrial building for their own use, Regens Metals

Land Sale: 3

Land - Industrial Land



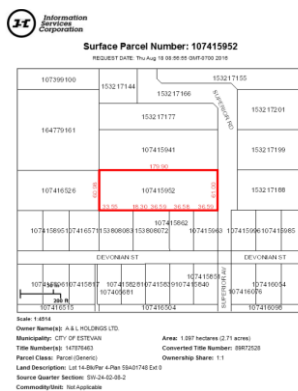
Transaction			
Address	Malmgren Drive	Vendor	MacBain Properties Ltd.
City	RM of Estevan #5 Saskatchewan	Purchaser	Emmel Properties Inc.
Market Type	Estevan - SK-SE	Sale Status	Closed
Parcel(s)	164050354	Contract Date	October 5, 2016
Legal Description	Parcel L, Plan 101942164 in SW 28-02-08 W2	Title Transfer Date	May 1, 2017
Property ID#	25268	Sale Price	\$212,500
		Title Number	149046824
Site			
Land Acres	11.44	Zoning	HPCI - High Profile Commercial/Industrial
Land Sq Ft	498,326	Shape	Irregular
Parcel Type	Corner	Topography	
Site Description	Full services including municipal sewer and water are located on the street.		
Location	Located adjacent to highway 39 on Malmgren Drive. Immediately west of Estevan in the RM of Estevan. West industrial area.		
Financial Data			
Sale Price/SF of Land	\$.43		
Sale Price/Acre Land	\$18,575		
Sale Remarks			

MLS Listed SK586006

Listing agent Jamie Dyer

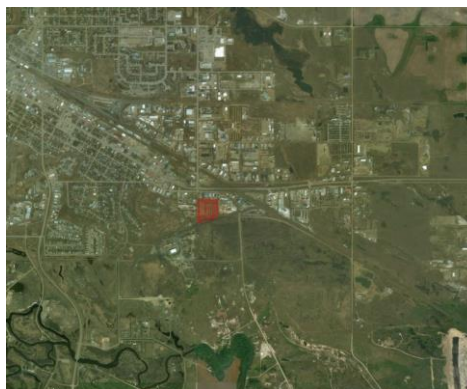
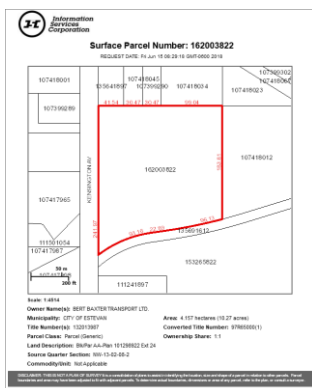
Seller MacBain Properties Ltd. who purchased for \$240,000 (title #135813674) June 8, 2011 from Miles B Drader.

Land Sale: 4 Land - Industrial Land



Transaction			
Address	342 Superior Road	Vendor	Crescent Point Energy Corp.
City	Estevan Saskatchewan	Purchaser	A & L Holdings Ltd.
Market Type	Estevan - SK-SE	Sale Status	Closed
Parcel(s)	107415952	Contract Date	December 26, 2015
Legal Description	Lot: 14 Block: 4 Plan 59A01748	Title Transfer Date	February 9, 2016
Property ID#	22245	Sale Price	\$190,000
		Title Number	147876463
Site			
Land Acres	2.71	Zoning	M2 - Heavy Industrial
Land Sq Ft	118,048	Shape	Rectangular
Parcel Type	Interior	Topography	Generally level, adequate drainage
Dimensions	200' frontage x 590' depth		
Services	Compacted gravel. Natural gas, electricity and City of Estevan water. Septic tank required.		
Location	Located on east side of Estevan on the west side of Superior Road between Imperial Avenue and Devonian Street.		
Financial Data			
Sale Price/SF of Land	\$1.61		
Sale Price/Acre Land	\$70,111		
Sale Remarks			
MLS #556405			

Land Sale: 5 Land - Industrial Land



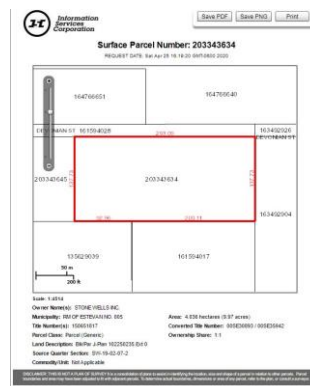
Transaction			
Address	275 Kensington Avenue S	Vendor	Bert Baxter Transport Ltd.
City	Estevan Saskatchewan	Purchaser	
Market Type	Estevan - SK-SE	Sale Status	Listing
Parcel(s)	162003822	Contract Date	
Legal Description	Block AA Plan 101298922	Title Transfer Date	
Property ID#	26118	Sale Price	\$750,000

Site			
Land Acres	10.27	Zoning	M2 - Heavy Industrial
Land Sq Ft	447,361	Shape	Irregular
Parcel Type	Interior	Topography	Generally level, adequate drainage
Services	Municipal water, natural gas and electricity. Septic tank required.		

Financial Data	
Sale Price/SF of Land	\$1.68
Sale Price/Acre Land	\$73,028

Sale Remarks
Listed on MLS #SK748184. This listing has been on the market since July 25, 2017 Listing expired. Property still has not sold.
Listed on MLS #SK828181 September 29, 2020 for \$750,000 - Expired September 25, 2021
Relisted on MLS #SK896306 May 30, 2022 - Current listing

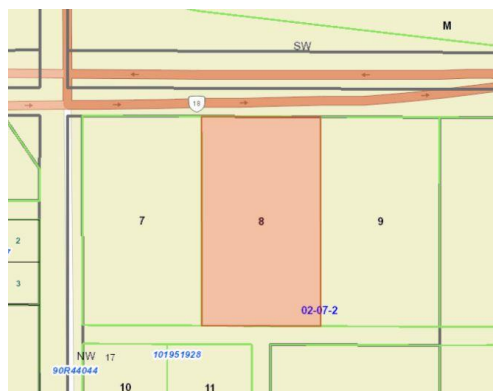
Land Sale: 6 Land - Industrial Land



Transaction			
Address	Parcel 1 Devonian Street	Vendor	Stone Wells Inc.
City	Estevan Saskatchewan	Purchaser	Her Majesty the Queen (Saskatchewan)
Market Type	Estevan - SK-SE	Sale Status	Closed
Parcel(s)	203343634	Contract Date	
Legal Description	Block: J Plan: 102250235	Title Transfer Date	April 5, 2022
Property ID#	25414	Sale Price	\$1,100,000
Site			
Land Acres	9.95	Zoning	Industrial Heavy Zone
Land Sq Ft	433,422	Shape	Rectangular
Parcel Type	Interior	Topography	Generally level, adequate drainage
Site Description	9.97 acres of industrial land in the RM of Estevan on the east side of the city with access close to Highway #39. The lands are graded with the majority ready for construction. All services are very near to the 10 acre parcel coming in from the western side of the parcel.		
Location	Formerly part of undivided parcel #161594006 Block: E, Plan: 101888950		
Financial Data			
Sale Price/SF of Land	\$2.54		
Sale Price/Acre Land	\$110,553		
Sale Remarks			

Property was part of a larger undivided 13.66 acre parcel. The owner had a building located on the western portion of the parcel and was willing to sub divide and sell the remaining 10 acres of surplus land. Land was subsequently subdivided.

Land Sale: 7 Land - Land



Transaction

Address	105 Frontier Street	Vendor	Aquila Holdings Ltd.
City	East of Estevan Saskatchewan	Purchaser	For Sale (Oct 2019)
Market Type	Estevan - SK-SE	Sale Status	Listing
Parcel(s)	164126639	Contract Date	
Legal Description	Block 8 Plan 101951928	Title Transfer Date	
Property ID#	28755	Sale Price	\$400,000

Site

Land Acres	7.11	Zoning	HPCI - High Profile Commercial Industrial
Land Sq Ft	309,540	Shape	Rectangular
Parcel Type	Interior	Topography	Generally level, adequate drainage
Dimensions	729 ft frontage x 737 ft. depth		
Services	Electricity, natural gas, municipal water, septic required		
Site Description	Backs onto Highway 18 but does not have access via Highway 18. Access is from Frontier Street on the south side.		
Location	One mile east of Estevan on the south side of Highway #18 in the Frontier Development Industrial Park		

Financial Data

Sale Price/SF of Land	\$1.29
Sale Price/Acre Land	\$56,290

Sale Remarks

Listed on MLS #SK788172 on October 1, 2019 - Expired September 30, 2020
 Relisted MLS #SK828541 October 2, 2020 - Expired September 30, 2021
 Relisted MLS #SK872119 October 2, 2021 - Expired September 30, 2022
 Relisted MLS #SK910167 October 2, 2022 - Current listing
 Listed by Jamie Dyer (306)-634-4663
 Was purchased for \$250,500 (\$35,232/acre) with title transfer August 8, 2008 (#136184452).

Land Sale: 8
Land - Commercial Land



Transaction			
Address	Parcel 1, Service Road-Highway #39	Vendor	WEYBURN HOLDINGS INC.
City	Rural Municipality of Weyburn No. 67 Saskatchewan	Purchaser	United Farmers of Alberta Co-Operative Limited
Market Type	Weyburn - SK-SE	Sale Status	Closed
Parcel(s)	201820856	Contract Date	July 9, 2021
Legal Description	Block 1 Plan 102109429	Title Transfer Date	January 5, 2022
Property ID#	25176	Sale Price	\$700,000
		Title Number	154829188

Site			
Land Acres	9.99	Zoning	HPC - High Profile Commercial/Industrial
Land Sq Ft	435,164	Shape	Rectangular
Parcel Type	Corner	Topography	Generally level, adequate drainage
Dimensions	725' frontage on Highway 39 x 957' depth		
Services	Seller provided natural gas and electricity. No municipal sewer or water.		
Location	Located in the Rural Municipality of Weyburn No. 67, immediately west of Weyburn. Located directly south of highway 39 between Service Road and Highway 13.		

Financial Data	
Sale Price/SF of Land	\$1.61
Sale Price/Acre Land	\$70,070

Sale Remarks
<p>Possession approx. January 2022.</p> <p>John Deere and New Holland farm machinery dealerships are adjacent.</p> <p>Listing agent: Mack MacDonald, Remax Regina</p> <p>Purchased for the construction of a fuel card lock facility</p>

Land Sale: 9
Land - Industrial Land



Transaction			
Address	Lamoro Street	Vendor	CSA Investments Incc.
City	RM of Estevan No. 5 Saskatchewan	Purchaser	
Market Type	Estevan - SK-SE	Sale Status	Listing
Parcel(s)	164322198	Contract Date	
Legal Description	Block O Plan 101969871	Title Transfer Date	
Property ID#	22235	Sale Price	\$200,000
Site			
Land Acres	3.99	Zoning	C - Highway Commercial & Light Industrial District
Land Sq Ft	173,804	Shape	Rectangular with corner cut
Parcel Type	Corner	Topography	Generally level, adequate drainage
Services	Services in front of the property (available for connection) are municipal water and sewer, natural gas and electricity. The road is gravel.		
Location	Located immediately west of Estevan in the RM of Estevan #5. West industrial area.		
Financial Data			
Sale Price/SF of Land	\$1.15		
Sale Price/Acre Land	\$50,125		

Sale Remarks	
Site is divided into two equal portions. All compacted gravel and fully fenced with fence dividing two portions. Listing effective November 2017. Current asking price was confirmed March 29, 2023. Private listing by owner - 306-421-0122	

[Return](#)

9.8 MARKET LEASE COMPARABLES

Lease: 1
Industrial - Office Warehouse

Transaction			
Property Name		Landlord	NOBEL REIT GP INC. / COMMANDITE FPI NOBEL INC.
Suite/Space		Tenant	Radium Technologies
Address	101 Jahn Street	Leased Area	11,846
City	Estevan Saskatchewan	L. Space Location	
Market Type	Estevan -	List/New/Renewal	New
Parcel(s)	164953413	Start Date	August 1, 2022
Legal Description	Lot 4 Block C Plan 102030679	Expiration Date	July 31, 2023
Property ID#	32119	Lease Term (Months)	12
		Renewal Options	Option to renew for 2 years at market rent

Lease Data			
Rental Rate	\$8.00 psf	Operating Expenses	Absolute Net
Absolute Net Rent	\$8.00 psf	Base TI's	psf
Annual Rent	\$94,768	Occupancy Costs	\$4.00 psf

Lease Remarks			

Site			
Land Acres	5.58	Zoning	HPCI – High Profile Comm/Industrial
Land SF	243,065	Dimensions (Ft.)	772 ft X 315 ft
		Parcel Type	Corner
Location	South of highway 18, to the east of Estevan. Northwest corner of Dukart Drive and Shand Road.		

Improvements			
Size (SF)	11,846	Year Built	2012
Construction Class	S - Pre-Engineered Steel	Condition Rating	
No. of Stories	2	No. of Buildings	1
Building Comments	Office / warehouse. 4,480 sf office on two levels. 7,366 sf shop. Total building size of 11,846 sf. Pre-engineered steel construction. The office component of the building has been demolished, brought back to the framing. Office layout currently designed to have 3 offices, men's/women's washrooms, file/storage room on the main level. 2 offices, men's/women's washroom, and boardroom on the 2nd level. 3 drive through bays. Total of 6 (18 ft x 18 ft) overhead doors. Fenced compound.		

Lease: 2
Industrial - Industrial



Transaction			
Property Name		Landlord	Canadian Advance Esp Inc.
Suite/Space		Tenant	CSA Investments Inc.
Address	500 & 510 6th Street	Leased Area	4,800
City	Estevan Saskatchewan	L. Space Location	
Market Type	Estevan - SK-SE	List/New/Renewal	Renewal
Parcel(s)	202905312, 202905299	Start Date	November 1, 2018
Legal Description		Expiration Date	October 31, 2023
Property ID#	22161	Lease Term (Months)	60
		Renewal Options	

Lease Data			
Rental Rate	\$13.00 psf	Operating Expenses	Triple Net
Absolute Net Rent	\$12.35 psf	Base TI's	psf
Annual Rent	\$59,280	Occupancy Costs	psf

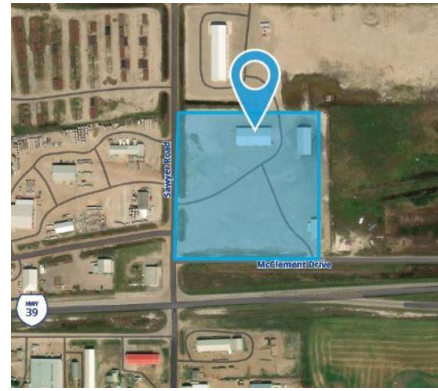
Tenant Space Remarks
Includes 1,440 main floor office and 3,360 sq.ft. shop.

Lease Remarks
\$62,400 per year or \$13.00 psf triple net lease. Tenant pays all utilities, property taxes, insurance, repairs and maintenance. Landlord pays for structural repairs (roof, perimeter load bearing walls and foundation) and property management. In order to convert to an absolute net lease a 5% property management fee will be deducted. Therefore, \$62,400 - 5% (\$3,120) property management fee = \$59,280 per year or \$12.35 psf Lease includes vacant adjacent lot 510 6th St. 99 ft. frontage x 140 ft. depth = 14,000 sf., 0.32 acres Tenant reduced there space from 8,640 sq.ft. (all of building) November 1, 2018. There is 2,400 sq.ft. vacant shop and 1,440 sq.ft. vacant 2nd floor office.

Site			
Land Acres	1.12	Zoning	M1 - Industrial Light Zone
Land SF	49,000	Dimensions (Ft.)	349 ft. frontage x 140 ft. depth
		Parcel Type	Corner
Site Description	500 6th St. 250 ft. frontage x 140 ft. depth = 35,000 sf., 0.8 acres 510 6th St. 99 ft. frontage x 140 ft. depth = 14,000 sf., 0.32 acres Total Area: 349 ft. frontage x 140 ft. depth = 49,000 sf., 1.12 acres 510 6th St. is a vacant lot with gravel and metal chain link fencing.		
Location	SW corner of 6th St. & 5th Ave.		

Improvements			
Size (SF)		Year Built	2008
Site Coverage	14.69%	No. of Elevators	
Building Comments	Warehouse/Shop built in 2008. No basement. Wood frame construction. 18 ft. exterior shop wall height. Three 2pce washrooms. 4 – 16 ft. x 14 ft. wide grade level overhead doors with electric lifts. 1 on north side and 3 on south side. 2 gas meters. Main Floor: 7,200 sf. 2nd Level Office: 1,440 sf. Total: 8,640 sf. Main Floor Office: 1,440 sf.		

Lease: 3
Industrial - Industrial



Transaction			
Address	105 McLement Rd.	Leased Area	23,308
City	Estevan Saskatchewan	L. Space Location	
Market Type	Estevan - SK-SE	List/New/Renewal	Listing
Legal Description	Block A Plan 1011766703	Expiration Date	
Property ID#	22079	Renewal Options	

Lease Data			
Rental Rate	\$9.00 psf	Operating Expenses	Absolute Net
Absolute Net Rent	\$9.00 psf	Base TI's	psf
Annual Rent	\$209,772	Occupancy Costs	psf

Tenant Space Remarks	
1) Office Trailer: 480 sq.ft. -	
2) Paint Shop 2006: 3,696 sq.ft.	
3) Storage Shop 2006: 7,200 sq.ft.	
4) 4 Bay Shop 2009: 11,932 sq.ft.	

Lease Remarks	
Agent: Colliers 306-789-8300	

Site	
Land Acres	10.00
Land SF	435,600
Location	NE corner of McLement Rd. & Shand Road North side of Hwy 39 East
Zoning	
Dimensions (Ft.)	

Improvements			
Size (SF)	23,308	Year Built	2009
Parking		% Finished	0.0%
Building Comments	4 industrial buildings. 3 industrial shop and 1 480 sq.ft. office trailer. Total of 23,308 sq.ft. Built between 2006 and 2009. Exterior wall heights between 18 ft. 25 ft. High quality buildings. City of Estevan water. Septic tank. Buildings & Sizes: 1) Office Trailer: 480 sq.ft. 2) Paint Shop 2006: 3,696 sq.ft. 3) Storage Shop 2006: 7,200 sq.ft. 4) 4 Bay Shop 2009: 11,932 sq.ft. Total 23,308 sq.ft. Note: Former paint and hydraulic shops.		

Lease: 4
Industrial - Industrial



Transaction			
Suite/Space		Tenant	For Lease (April 2021)
Address	501 6th Street	Leased Area	6,016
City	Estevan Saskatchewan	L. Space Location	
Market Type	Estevan - SK-SE	List/New/Renewal	Listing
Parcel(s)	107376576	Start Date	
Legal Description	Lot 13 Block 306 Plan 80R43931	Expiration Date	
Property ID#	21700	Renewal Options	

Lease Data			
Rental Rate	\$8.50 psf	Operating Expenses	Absolute Net
Absolute Net Rent	\$8.50 psf	Base TI's	psf
Annual Rent	\$51,136	Occupancy Costs	psf

Lease Remarks	
Reduced from \$10 psf. Property has been vacant for over 3 years. Listing Agent: Greg Belof, Colliers	

Site			
Land Acres	0.60	Zoning	M1 - Light Industrial
Land SF	26,000	Dimensions (Ft.)	200 ft. frontage on 6th Street x 130 ft. depth
		Parcel Type	Interior
Site Description	Compacted gravel. Full city services.		
Location	North side of 6th Street		

Improvements			
Size (SF)	6,016	Year Built	1987
Construction Class	D - Wood Frame and S - Steel Frame	Condition Rating	Good
No. of Stories	1	No. of Buildings	1
Site Coverage	23.14%	No. of Elevators	0
Parking		% Finished	17.7%
Building Comments	One storey light industrial/warehouse, no basement. 5,816 sf shop, 200 sf main floor office. 6,016 sf main floor area plus 1,052 sf office mezzanine. 7,068 sf total gross area. Metal frame with metal clad exterior. Main floor office, 1 - 3 pce washroom, high efficiency furnace and natural gas fired radiant tube heating. 2 ton cranes. 4 overhead doors. 18 ft. clear height. Built in 1987.		

Lease: 5
Industrial - Industrial



Transaction			
Suite/Space		Tenant	For Lease (April 2021)
Address	349 6th Street	Leased Area	8,096
City	Estevan Saskatchewan	L. Space Location	
Market Type	Estevan - SK-SE	List/New/Renewal	Listing
Parcel(s)	153966651	Start Date	
Legal Description	Lot 28 Block 306 Plan 101858643	Expiration Date	
Property ID#	21698	Renewal Options	

Lease Data			
Rental Rate	\$7.00 psf	Operating Expenses	Absolute Net
Absolute Net Rent	\$7.00 psf	Base TI's	psf
Annual Rent	\$56,672	Occupancy Costs	psf

Tenant Space Remarks	
Asking rent is "Market" target rent is \$7 - \$8 psf absolute net	

Lease Remarks	
Listing Agent; Greg Belof, Colliers	

Site			
Land Acres	1.04	Zoning	M1 - Light Industrial
Land SF	45,440	Dimensions (Ft.)	400' frontage x 113.6' depth
		Parcel Type	Interior
Site Description	Compacted gravel. Full city services.		
Location	North side of 6th Street.		

Improvements			
Size (SF)	8,096	Year Built	2005
Construction Class	D - Wood Frame	Condition Rating	Good
No. of Stories	1	No. of Buildings	1
Site Coverage	17.82%	No. of Elevators	0
Parking		% Finished	1.0%
Building Comments	3,696 sq.ft. built in 2005. 4,400 sq.ft. built in 2006. 8,096 sq.ft. total area. Wood pole frame and metal cladding. 5 - 16 ft. x 14 ft. overhead doors, 1 - 16 ft. high x 20 ft. and 1 - 18 ft. high x 24 ft. 8 ft. x 10 ft. office plus one 2pce washrooms. 600 amp main. 2 - five ton overhead cranes supported by interior steel frame along interior walls. 20 ft. exterior wall height.		

Lease: 6
Industrial - Office Warehouse



Transaction			
Property Name Suite/Space	John Deere	Landlord Tenant	Kosior Tractor Ltd. Nelson Motors & Equipment Partnership
Address	Highway #18	Leased Area	14,688
City	Oxbow Saskatchewan	L. Space Location	
Market Type	Other City - SK-SE	List/New/Renewal	Renewal
Parcel(s)	108119897, 108119886	Start Date	December 1, 2020
Legal Description	1) Block C Plan 67R05300 2) Block D Plan 77R03565	Expiration Date	November 30, 2025
Property ID#	29646	Lease Term (Months)	60
		Renewal Options	

Lease Data			
Rental Rate	\$8.58 psf	Operating Expenses	Triple Net
Absolute Net Rent	\$8.15 psf	Base TI's	psf
Annual Rent	\$119,700	Occupancy Costs	psf

Tenant Space Remarks
Tenant also gets use of 3/4 of the 6,000 sf cold storage building on the site which is an additional 4,500 sf.

Lease Remarks
The subject lease is triple net. In order to convert to absolute net a 5% property management fee will be deducted \$126,000 - \$6,300 (5% property management fee) = \$119,700 per year or \$8.15 psf absolute net.

Site			
Land Acres	6.35	Zoning	HC - Highway Commercial
Land SF	276,606	Dimensions (Ft.)	
Site Description	1) Block C: 5.01 acres 2) Block D: 1.34 acres	Parcel Type	Interior
Location	South side of Highway #18, Rural Municipality of Enniskillen No. 3, 0.1 miles west of Oxbow		

Improvements			
Size (SF)	14,688	Year Built	
Construction Class	D - Wood Frame and S - Steel Frame	Condition Rating	Good
Site Coverage	5.31%	No. of Elevators	
Building Comments	1) 8,640 sf main building with office, showroom, parts storage and shop. Steel frame with metal clad exterior, sloped metal clad roof. Built in 1967 with addition in 1973. 6,000 sf west addition. Wood pole frame with metal clad exterior, sloped metal clad roof. Built in 1994. There is a small 48 sf connecting hallway between the buildings. Wood frame with metal clad walls. Total 14,688 sf all on concrete floor.		
	2) 6,000 sf cold storage. Pole frame with metal clad exterior, sloped metal clad roof, dirt floor. Built in 2013.		

Lease: 7
Industrial - Industrial



Transaction			
Property Name		Landlord	JJ Yawney Real Estate Ltd.
Suite/Space		Tenant	Crestvue Ambulance Service Ltd.
Address	359 6th Avenue North	Leased Area	7,000
City	Yorkton Saskatchewan	L. Space Location	
Market Type	Yorkton - SK-SE	List/New/Renewal	Renewal
Parcel(s)	143108108, 143108131	Start Date	May 1, 2021
Legal Description	Lot 4-5 Block 21 Plan 00Y08164	Expiration Date	April 30, 2025
Property ID#	24935	Lease Term (Months)	48
		Renewal Options	

Lease Data			
Rental Rate	\$11.00 psf	Operating Expenses	Triple Net
Absolute Net Rent	\$10.45 psf	Base TI's	psf
Annual Rent	\$73,150	Occupancy Costs	psf

Lease Remarks	
The lease is Triple Net. In order to convert to absolute net a 5% property management fee will be deducted. Therefore, \$11.00 psf - 5% (\$0.55 psf) = \$10.45 psf	

Site			
Land Acres	0.68	Zoning	M1 - Industrial
Land SF	29,621	Dimensions (Ft.)	241' frontage on 6th Avenue North x 123' depth on Collacott Street East Corner
Location	East side of 6th Avenue N just south of York Road	Parcel Type	

Improvements			
Size (SF)	7,000	Year Built	2012
Construction Class	S - Pre-Engineered Steel	Condition Rating	Above Average
No. of Stories	1	No. of Buildings	1
Site Coverage	23.63%	No. of Elevators	
Parking		% Finished	0.0%
Building Comments	1) 5,400 sf steel frame with metal clad exterior, no basement. In- floor heat, + 2,450 sf mezzanine developed as living quarters for the ambulance attendants, three overhead doors 18 ft. ceiling height, 200 amp electrical service. Built in 2012. 2) 1,600 sf heated wood frame construction metal clad building with two overhead doors, concrete slab. Built in 2016.		

Lease: 8
Industrial - Industrial



Transaction			
Property Name		Landlord	Brim Brite Property Ltd.
Suite/Space		Tenant	Saskatchewan Water Security Agency (Crown Corporation)
Address	220 North Service Road	Leased Area	12,918
City	Moose Jaw Saskatchewan	L. Space Location	
Market Type	Moose Jaw -	List/New/Renewal	New
Parcel(s)	104265390	Start Date	January 1, 2021
Legal Description	Lot 13 Block 268 Plan 76MJ04791	Expiration Date	February 28, 2026
Property ID#	23878	Lease Term (Months)	62
		Renewal Options	One 5 yr term at market rent but no less than the rent in the first term.

Lease Data			
Rental Rate	\$7.00 psf	Operating Expenses	Absolute Net
Absolute Net Rent	\$7.00 psf	Base TI's	psf
Annual Rent	\$90,426	Occupancy Costs	\$3.00 psf

Lease Remarks	
Fixturing Period: Jan. 1/21 – Feb. 28/21 – Free rent. Landlord pays all expenses except utilities.	
Lease indicates 12,918 sq.ft. Only includes 2 acres of land. Landlord retains use of one acre in northwest corner of the site.	

Site			
Land Acres	3.00	Zoning	C3- Vehicle Oriented Commercial District
Land SF	130,680	Dimensions (Ft.)	300 ft. frontage on N Service Rd x 436 ft. depth
Location	North side of of Hwy #1 North Service Road, west of Norwood Avenue in northwest Moose Jaw		
		Parcel Type	Interior

Improvements			
Size (SF)	12,918	Year Built	1996
Construction Class	S - Pre-Engineered Steel	Condition Rating	Good
No. of Stories	1	No. of Buildings	1
Site Coverage	9.66%	No. of Elevators	0
Parking	Surface gravel parking	% Finished	6.2%
Building Comments	Front original portion 110 ft. wide x 80 ft. = 8,800 sq.ft. Rear shop portion 58 ft. wide x 60 ft. = 3,480 sq.ft. Connection between 2 buildings and portion of 2014 addition 6 ft. x 58 ft. = 348 sq.ft. 12,628 sq.ft. total main floor area. 12,918 sq.ft. according to lease. Main floor office/showroom is 7,360 sf with 2 washrooms Mezzanines 780 sq.ft. for storage and 2,400 sq.ft. finished area with coffee counter and training room = 3,180 sq.ft. Built in approx. 1996 with rear shop addition at a later date and 18 ft. x 66 ft. = 1,188 sq.ft. shop addition (east side at rear) in 2014. Exterior wall height: 18 ft. front building and 16 ft. at rear		

Lease: 9
Industrial - Office Warehouse



Transaction			
Property Name		Landlord	Magnum Opus Investments Inc.
Suite/Space		Tenant	For Lease (June 2022)
Address	1) 690 Fairford Street West & 2) 663 Ominica Street West	Leased Area	7,472
City	Moose Jaw Saskatchewan	L. Space Location	
Market Type	Moose Jaw - SK-SE	List/New/Renewal	Listing
Parcel(s)	103727943, 103727954, 103727965, etc.	Start Date	
Legal Description	1) Lot 32-40 Block 72 Plan OLD96 2) Lot 1-12 Block 72 Plan OLD96	Expiration Date	
Property ID#	22819	Renewal Options	
Lease Data			
Rental Rate	\$12.50 psf	Operating Expenses	
Absolute Net Rent	\$12.50 psf	Base TI's	psf
Annual Rent	\$93,400	Occupancy Costs	\$4.00 psf
Tenant Space Remarks			
Listed by Jeff Sackville at Colliers 306-551-2411			
Site			
Land Acres	1.51	Zoning	M2f2 - Heavy Industrial Flood Fringe Overlay District
Land SF	65,625	Dimensions (Ft.)	225' x 125' and 300' x 125'
Site Description	1) 690 Fairford Street West 225 ft. x 125 ft. = 28,125 sf 2) 663 Ominica Street West 300 ft. x 125 ft. = 37,500 sf Site is compacted gravel. Fully fenced chain link compound with 3 access gates. Stone landscaping along frontage of Fairford Street West.		
Location	Double corner lot located on the east side of 7th Avenue NW between Fairford Street West and Ominica Street West.		
Improvements			
Size (SF)	7,472	Year Built	1997
Construction Class	D - Wood Frame	Condition Rating	Good
No. of Stories	1	No. of Buildings	1
Site Coverage	11.39%	No. of Elevators	0
Parking	4 compacted gravel stalls on west side of building	% Finished	33.4%
Building Comments	7,472 sf single storey wood frame metal clad industrial office warehouse constructed in 1997 with an addition in 2009. 5,000 sf warehouse space with 16 ft ceiling, 2 grade level overhead doors, overhead unit heater and heavy floor loading. 2,472 sf office space with reception area, 3 offices, staff room and washroom. Building has three phase, 240 volt, 400 amp electrical, gas-fired forced air furnace and central air conditioning.		

Lease: 10
Industrial - Industrial



Transaction			
Suite/Space		Tenant	Crestvue Ambulance Service Ltd.
Address	359 6th Avenue North	Leased Area	7,000
City	Yorkton Saskatchewan	L. Space Location	
Market Type	Yorkton - SK-SE	List/New/Renewal	New
Parcel(s)	143108108, 143108131	Start Date	May 15, 2016
Legal Description	Lot 4-5 Block 21 Plan 00Y08164	Expiration Date	May 14, 2021
Property ID#	24935	Lease Term (Months)	60
		Renewal Options	

Lease Data			
Rental Rate	\$10.00 psf	Operating Expenses	Absolute Net
Absolute Net Rent	\$10.00 psf	Base TI's	psf
Annual Rent	\$70,000	Occupancy Costs	psf
Escalations	yr1:\$8 yr2&3; \$9 yr 4&5:\$10		

Lease Remarks	
LL built out 2 - 2 pce washroom.	

Site			
Land Acres	0.68	Zoning	M1 - Industrial
Land SF	29,621	Dimensions (Ft.)	241' frontage on 6th Avenue North x 123' depth on Collacott Street East Corner
Location	East side of 6th Avenue N just south of York Road		
		Parcel Type	

Improvements			
Size (SF)	7,000	Year Built	2012
Construction Class	S - Pre-Engineered Steel	Condition Rating	Above Average
No. of Stories	1	No. of Buildings	1
Site Coverage	23.63%	No. of Elevators	
Parking		% Finished	0.0%
Building Comments	1) 5,400 sf steel frame with metal clad exterior, no basement. In- floor heat, + 2,450 sf mezzanine developed as living quarters for the ambulance attendants, three overhead doors 18 ft. ceiling height, 200 amp electrical service. Built in 2012. 2) 1,600 sf heated wood frame construction metal clad building with two overhead doors, concrete slab. Built in 2016.		

Lease: 11
Industrial - Industrial



Transaction			
Property Name		Landlord	Ryan Smith
Suite/Space		Tenant	Lufkin Industries
Address	1 Malmgren Drive	Leased Area	12,600
City	RM of Estevan No.5 Saskatchewan	L. Space Location	
Market Type	Estevan - SK-SE	List/New/Renewal	New
Parcel(s)		Start Date	October 1, 2020
Legal Description	Lot 16 Block 114 Plan 101961491	Expiration Date	September 30, 2023
Property ID#	22084	Lease Term (Months)	36
		Renewal Options	

Lease Data			
Rental Rate	\$9.43 psf	Operating Expenses	Triple Net
Absolute Net Rent	\$8.96 psf	Base TI's	psf
Annual Rent	\$118,800	Occupancy Costs	psf

Tenant Space Remarks	
Rent is based on the total area including the 1,800 sf office mezzanine.	

Lease Remarks	
Rent is triple net. In order to convert to absolute net a 5% property management fee will be deducted. \$118,800 - \$5,940 (5% property mgmt) = \$112,860 ÷ 12,600 sf = \$8.96 psf.	

Site			
Land Acres	1.95	Zoning	C - Highway Commercial and Light Industrial
Land SF	84,942	Dimensions (Ft.)	
Location	Highway 39 West, South Service Road. SW Corner of Malmgren Dr. (service road) and Reagh St. Just west of Estevan.		

Improvements			
Size (SF)	10,800	Year Built	2007
Site Coverage	12.71%	No. of Elevators	
Parking		% Finished	0.0%
Building Comments	10,800 sf main floor including 1,800 sq.ft. office. Additional 1,800 sq.ft. 2nd floor office. Light industrial building with 6 overhead doors. 20 ft. exterior wall height. has crane, floor drains and a fenced compound. Built in 2007		

Lease: 12
Industrial - Manufacturing, Light Industrial



Transaction			
Property Name	Redhead Equipment	Landlord	Boundary Real Estate Holdings Inc.
Suite/Space		Tenant	Redhead Equipment
Address	Highway 39 West	Leased Area	41,948
City	West of Estevan Saskatchewan	L. Space Location	
Market Type	Estevan - SK-SE	List/New/Renewal	Renewal
Parcel(s)	114483427, 164050332	Start Date	December 1, 2017
Legal Description	Block E Plan O1SE11761 Block J Plan 101942164	Expiration Date	November 30, 2022
Property ID#	31362	Lease Term (Months)	60
		Renewal Options	One term of 5 years at market

Lease Data			
Rental Rate	\$10.44 psf	Operating Expenses	Absolute Net
Absolute Net Rent	\$10.44 psf	Base TI's	psf
Annual Rent	\$438,000	Occupancy Costs	psf

Lease Remarks			

Site			
Land Acres	20.00	Zoning	HPCI - High Profile Commercial/Industrial
Land SF	871,200	Dimensions (Ft.)	
Site Description	Block E 10 acres	Parcel Type	Corner
Location	Block J 10 acres Rural Municipality of Estevan #5		

Improvements			
Size (SF)	41,948	Year Built	2006
Construction Class	S - Pre-Engineered Steel	Condition Rating	Excellent
No. of Stories	1	No. of Buildings	4
Site Coverage	4.68%	No. of Elevators	
Parking		% Finished	8.8%
Building Comments	1) Main Dealership Building - 38,348 sf Office, Showroom & Parts Storage 7,920 sf one storey, no basement. Wood frame with metal cladding, sloped metal clad roof. 18 ft. exterior wall height, built in 2000. Ag Shop 16,100 sf one storey shop, no basement. Pre-engineered steal frame, metal clad exterior. 26 ft. exterior wall height, built in 2006 Truck Shop 13,800 sf one storey shop, no basement. Pre-engineered steal frame, metal clad exterior. 24 ft. exterior wall height, built in 2008. There is an additional 528 sf connection to the office, showroom & parts storage building. Office Mezzanine: 1,200 sf. 2) Cold Storage 2,400 sf one storey, no basement. Wood post frame with concrete floor, metal clad exterior. 16 ft. exterior wall height, built in 2010.		

[Return](#)

9.9 INVESTMENT PROPERTY SALES

Sale Report: 1
Industrial - Industrial

Transaction			
Property Name		Vendor	Evans Excavating Inc.
Address	1430 Caribou Street East	Purchaser	MAGNUM OPUS INVESTMENTS INC. & RIVERVIEW VENTURES CORP.
City	Moose Jaw Saskatchewan S6H 4Y4	Sale Status	Closed
Market Type	Moose Jaw - East	Contract Date	August 18, 2022
Parcel(s)	202890540	Title Transfer Date	October 12, 2022
Legal Description	Lot 8 Block B Plan 102143652	Sale Price	\$960,000
Property ID#	29454	Title Number	155867956, 155867978

Site			
Land Acres	2.50	Zoning	M4 - Environmental Low
Land Sq Ft	108,900	Dimensions (Ft.)	142 ft. frontage on Caribou Street x 763 ft. depth
		Parcel Type	Interior
Site Description	Front and rear concrete slabs at overhead doors. Front and rear slag parking. Partial chain link fencing with automatic gates.		
Location	North side of Caribou Street E between Snyder Road and Trans Canada Highway #1.		

Improvements			
Size (SF)	8,000	Construction Class	S - Pre-Engineered Steel
No. of Buildings	1	Condition Rating	Good
Year Built	2015	No. of Stories	1
Site Coverage	7.35%	No. of Elevators	
Wall Height	23	Mezzanine (SF)	3,750
Building Comments	One storey, multi-tenant industrial building plus mezzanine, no basement. West bay is 4,000 sf plus 2,000 sf office mezzanine, middle bay is 2,000 sf and east bay is 2,000 sf plus 1,500 sf developed mezzanine = 11,500 sf total. Total main floor area: 8,000 sq.ft. Pre-engineered steel frame construction with metal cladding exterior and sloped metal clad roof. Built in 2015.		

Financial Data				
Sale Price/SF GBA	\$120.00	Cont. Land Value	\$250,000 - \$2.30 psf	
Residual Bldg. Value	\$710,000	Residual Bldg. Value/SF RA	\$88.75	
PGI	\$93,575	\$11.70 psf rent	GIM (stabilized)	10.260
EGI	\$93,575	\$11.70 psf rent	EGIM (stabilized)	10.259
NOI	\$88,828	\$11.10 psf rent	OAR (stabilized)	9.25%

Sale Remarks

Sale expected to close by mid-October.
 Renting 3,500 sf to Crossfit 161 at \$7 psf. Converted to absolute net.
 Renting 6,000 sf at \$11 psf, and 2,000 sf office mezzanine at \$4 psf to Standard Rail Corporation. Absolute net.
 Total potential base rent of \$98,500.
 Less long-term vacancy allowance of 5% (\$4,925) and landlord's expenses (\$2,875) = net operating income of \$88,828.
 \$88,828 income / \$960,000 sale price = 9.25% capitalization rate.
 Initially asking \$1,375,000 in September of 2020. Fairford Street Joint Venture offered to purchase for \$960,000 in December 2021, but sale fell through when creditors would not approve the sale. Their second offer was accepted

Sale Report: 2
Industrial - Manufacturing, Light Industrial



Transaction

Property Name		Vendor	D.S.I. Enterprises Ltd.
Address	1350 and 1250 Coteau Avenue West	Purchaser	CFO Rentals Inc
City	Weyburn Saskatchewan	Sale Status	Closed
Market Type	Weyburn - SK-SE	Contract Date	
Parcel(s)	166099449, 166099483	Title Transfer Date	August 8, 2022
Legal Description	Lots 5 & 6 Block E Plan 102079986	Sale Price	\$600,000
Property ID#	30440	Title Number	155653724

Site

Land Acres	0.98	Zoning	MI - Medium Industrial
Land Sq Ft	42,805	Dimensions (Ft.)	
		Parcel Type	Interior
Site Description	Lot 5: 112 ft. (w) x 197.5 ft. (d) = 22,120 sf Lot 6: 105 ft. (w) x 197 ft. (d) = 20,685 sf		
Location	South side of Coteau Avenue West, south of Regina Avenue and west of Grace Street. Backs on to Highway 39.		

Improvements

Size (SF)	6,000	Construction Class	D - Wood Frame
No. of Buildings	1	Condition Rating	Good
Year Built	2012	No. of Stories	1
Site Coverage	14.02%	No. of Elevators	
Parking		% Finished	0.0%
Wall Height	18	Mezzanine (SF)	
Building Comments	6,000 sf one storey light industrial building, no basement. Wood frame with metal clad exterior, sloped metal clad roof. 18 ft. exterior wall height, built in 2012.		

Financial Data

Sale Price/SF GBA	\$100.00	Cont. Land Value	\$147,000 - \$3.43 psf
Residual Bldg. Value	\$453,000	Residual Bldg. Value/SF RA	\$75.50
PGI	\$50,400	GIM (stabilized)	11.900
EGI	\$47,880	EGIM (stabilized)	12.531
NOI	\$43,628	OAR (stabilized)	7.27%

Sale Remarks

Buyer was tenant.

Sale Report: 3
Industrial - Manufacturing, Heavy Industrial



CALCULATION OF INCOME APPROACH VALUE – DIRECT CAPITALIZATION				
A) Potential Annual Base Rent				
Tenant(s)	Size SF		Base Rent psf	Annual Rent
1) Badger Daylighting LP	17,800	@	\$ 13.00	= \$ 231,400
B) Long Term Vacancy Allowance			3%	\$ 6,942
C) Effective Annual Base Rent				\$ 224,458
D) Landlord's Expenses				
Structural Repair Reserve			1%	\$ 2,245
Non-Recoverable Operating Costs on Vacancy Allowance				
17,800 sf X 3% =	534 sf	@	\$3.50 psf	= \$ 1,869
E) Net Operating Income				\$ 220,344

Transaction

Property Name		Vendor	Waxy's Holdings Inc.
Address	126 Husum Road	Purchaser	LS Properties 126 Husum BT Ltd.
City	RM of Sherwood No. 159 S4K 0A4	Sale Status	Closed
Market Type	Regina - Parker Industrial Park	Contract Date	February 1, 2022
Parcel(s)	203018958	Title Transfer Date	April 11, 2022
Legal Description	Lot 15 Block 3 Plan 102168705	Sale Price	\$3,100,000
Property ID#	31229	Title Number	155251795

Site

Land Acres	2.49	Zoning	I2 - Medium & Heavy Industrial.
Land Sq Ft	108,464	Dimensions (Ft.)	195.29 ft x 552.86 ft
		Parcel Type	Interior

Improvements

Size (SF)	17,800	Construction Class	D - Wood Frame
No. of Buildings	2	Condition Rating	Above Average
Year Built	2015	No. of Stories	1
Site Coverage	16.41%	No. of Elevators	
Building Comments	16,200 sf truck garage and a 1,600 sf office. Both buildings are wood frame with metal cladding. Built in 2015. 18 ft ceiling height in the truck garage with 16' (h) x 14' (w) overhead doors.		

Financial Data

Sale Price/SF GBA	\$174.16	Cont. Land Value	\$498,000 - \$4.59 psf
Residual Bldg. Value	\$2,602,000	Residual Bldg. Value/SF RA	\$146.18
PGI	\$231,400	GIM (stabilized)	13.400
EGI	\$224,458	EGIM (stabilized)	13.811
NOI	\$220,344	OAR (stabilized)	7.11%

Sale Remarks

Lease: Badger Daylighting LP, Renewal, 3yrs, Nov. 1/21 - Oct. 31/24, \$13 psf absolute net.

Sale Report: 4
Industrial - Manufacturing, Light Industrial



A) Potential Annual Base Rent			
	Size SF	Base Rent psf	Annual Rent
Total Main Floor, Office Mezzanine and Cold Storage Area	41,948	@ \$ 10.44	= \$ 438,000
B) Long Term Vacancy Allowance		3%	\$ 13,140
C) Effective Annual Base Rent			\$ 424,860
D) Landlord's Expenses			
Structural Repair Reserve		2%	\$ 8,497
Non-Recoverable Operating Costs on Vacancy Allowance	41,948 sf X 3%	= 1,258 sf @ \$3.00 psf	= \$ 3,774
E) Net Operating Income			\$ 412,589

Transaction			
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Property Name	Redhead Equipment	Vendor	Boundary Real Estate Holdings Inc.
Address	Highway 39 West	Purchaser	102142927 Saskatchewan Ltd.
City	West of Estevan Saskatchewan	Sale Status	Closed
Market Type	Estevan - SK-SE	Contract Date	
Parcel(s)	114483427, 164050332	Title Transfer Date	April 7, 2022
Legal Description	Block E Plan 01SE11761 Block J Plan 101942164	Sale Price	\$4,900,000
Property ID#	31362	Title Number	155246160, 155246182

Site			
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Land Acres	20.00	Zoning	HPCI - High Profile Commercial/Industrial
Land Sq Ft	871,200	Dimensions (Ft.)	
Site Description	Block E 10 acres Block J 10 acres	Parcel Type	Corner
Location	Rural Municipality of Estevan #5		

Improvements			
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Size (SF)	41,948	Construction Class	S - Pre-Engineered Steel
No. of Buildings	4	Condition Rating	Excellent
Year Built	2006	No. of Stories	1
Site Coverage	4.68%	No. of Elevators	
Parking		% Finished	8.8%
Building Comments	1) Main Dealership Building - 38,348 sf Office, Showroom & Parts Storage 7,920 sf one storey, no basement. Wood frame with metal cladding, sloped metal clad roof. 18 ft. exterior wall height, built in 2000. Ag Shop 16,100 sf one storey shop, no basement. Pre-engineered steel frame, metal clad exterior. 26 ft. exterior wall height, built in 2006 Truck Shop 13,800 sf one storey shop, no basement. Pre-engineered steel frame, metal clad exterior. 24 ft. exterior wall height, built in 2008. There is an additional 528 sf connection to the office, showroom & parts storage building. Office Mezzanine: 1,200 sf. 2) Cold Storage 2,400 sf one storey, no basement. Wood post frame with concrete floor, metal clad exterior. 16 ft. exterior wall height, built in 2010.		

Financial Data			
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Sale Price/SF GBA	\$116.81	Cont. Land Value	\$600,000 - \$.69 psf
Residual Bldg. Value	\$4,300,000	Residual Bldg. Value/SF RA	\$102.51
PGI	\$438,000	GIM (stabilized)	11.190
EGI	\$424,860	EGIM (stabilized)	11.533
NOI	\$412,589	OAR (stabilized)	8.42%

Sale Remarks			
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Purchased by tenant. Redhead Equipment 5 year lease renewal Dec. 1/17 - Nov. 30/22, \$438,000/yr, \$10.44 psf absolute net. Tenant had option to purchase at fair market value Apr. 1/22 - May 31/22.

Sale Report: 5
Industrial - Industrial



Transaction			
Property Name		Vendor	Croissant Insurance Services Inc.
Address	24 Chester Road	Purchaser	River Street Commercial Ltd.
City	Moose Jaw Saskatchewan S6J 1M2	Sale Status	Closed
Market Type	Moose Jaw - SK-SW	Contract Date	August 31, 2020
Parcel(s)	166148477	Title Transfer Date	January 5, 2021
Legal Description	Lot 9A Block 5 Plan 102089583	Sale Price	\$770,000
Property ID#	29069	Title Number	153584668

Site			
Land Acres	0.51	Zoning	C3 - Vehicle Orientated Commercial District
Land Sq Ft	22,216	Dimensions (Ft.)	140 ft. frontage x 159 ft. depth
Location	Northwest corner of Chester Road and McKenzie Lane		
		Parcel Type	Corner

Improvements			
Size (SF)	8,000	Construction Class	
Year Built	2014	No. of Stories	
Site Coverage	36.01%	No. of Elevators	
Wall Height	20	Mezzanine (SF)	
Building Comments	Light industrial building with mezzanine office. No basement. 80 ft. x 100 ft. = 8,000 sq.ft. main floor plus 3,500 sq.ft. office/storage mezzanine which has 2pce washroom. Clear span pre-engineered steel frame. Built in 2014. Co-operators has 1,500 sq.ft. office with 2pce washroom. Gymnastiks has 6,500 sq.ft. main floor including 1,400 sq.ft. office and 2 large bathrooms. Gymnastiks uses mezzanine at no extra charge.		

Financial Data				
Sale Price/SF GBA	\$96.25	Cont. Land Value	\$100,000 - \$4.50 psf	
Residual Bldg. Value	\$670,000	Residual Bldg. Value/SF RA	\$83.75	
PGI	\$107,840	\$13.48 psf rent	GIM (stabilized)	7.140
EGI	\$102,448	\$12.81 psf rent	EGIM (stabilized)	7.516
NOI	\$67,973	\$8.50 psf rent	OAR (stabilized)	8.83%

Sale Remarks

Current tenants:

Co-operators: Gross lease: New lease, 5 yrs, October 1, 2016 – September 31, 2021: \$19.60 psf less \$4.18 psf operating cost = \$15.42 psf absolute net.

Gymnastiks: Gross lease: New lease, 5 yrs, November 1 2020 – October 31, 2025: \$12.07 (yr 2) less \$4.18 psf operating costs = \$7.89 psf absolute net.

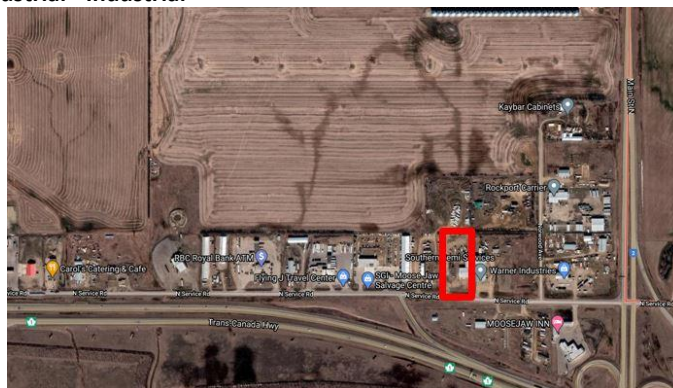
Total Potential Rent: \$107,840 less 5% Vacancy \$5,392 = \$102,448 Effect Annual Rent.

Operating costs: Property Management \$5,122 (5% of Eff. Rent), Property Taxes \$19,829 (2020), Water/Sewer \$1,600, Garbage \$1,400, Insurance \$2,000, Snow Removal \$1,500, Repairs & Maintenance \$2,000 = \$33,451.

Less Structural Repair Reserve \$1,024 = \$67,973 Net Operating Income

Listing agent: Brian Walz - Royal LePage - 306-694-8082

Sale Report: 6
Industrial - Industrial



Transaction			
Property Name		Vendor	VAMP II Developments Ltd.
Address	220 North Service Road	Purchaser	Brim Brite Property Ltd.
City	Moose Jaw Saskatchewan S6H 4N6	Sale Status	Closed
Market Type	Moose Jaw -	Contract Date	August 12, 2020
Parcel(s)	104265390	Title Transfer Date	December 5, 2020
Legal Description	Lot 13 Block 268 Plan 76MJ04791	Sale Price	\$915,000
Property ID#	23878	Title Number	104265390

Site			
Land Acres	3.00	Zoning	C3- Vehicle Oriented Commercial District
Land Sq Ft	130,680	Dimensions (Ft.)	300 ft. frontage on N Service Rd x 436 ft. depth
		Parcel Type	Interior
Location	North side of of Hwy #1 North Service Road, west of Norwood Avenue in northwest Moose Jaw		

Improvements			
Size (SF)	12,918	Construction Class	S - Pre-Engineered Steel
No. of Buildings	1	Condition Rating	Good
Year Built	1996	No. of Stories	1
Site Coverage	9.66%	No. of Elevators	0
Parking	Surface gravel parking	% Finished	6.2%
Wall Height		Mezzanine (SF)	3,180
Building Comments	Front original portion 110 ft. wide x 80 ft. = 8,800 sq.ft. Rear shop portion 58 ft. wide x 60 ft. = 3,480 sq.ft. Connection between 2 buildings and portion of 2014 addition 6 ft. x 58 ft. = 348 sq.ft. 12,628 sq.ft. total main floor area. 12,918 sq.ft. according to lease. Main floor office/showroom is 7,360 sf with 2 washrooms Mezzanines 780 sq.ft. for storage and 2,400 sq.ft. finished area with coffee counter and training room = 3,180 sq.ft. Built in approx. 1996 with rear shop addition at a later date and 18 ft. x 66 ft. = 1,188 sq.ft. shop addition (east side at rear) in 2014. Exterior wall height: 18 ft. front building and 16 ft. at rear		

Financial Data				
Sale Price/SF GBA	\$72.46	Cont. Land Value	\$300,000 - \$2.30 psf	
Residual Bldg. Value	\$615,000	Residual Bldg. Value/SF RA	\$48.70	
PGI	\$90,426	\$7.16 psf rent	GIM (stabilized)	10.120
EGI	\$85,905	\$6.80 psf rent	EGIM (stabilized)	10.651
NOI	\$81,978	\$6.49 psf rent	OAR (stabilized)	8.96%

Sale Remarks
The subject has been under its current ownership since December 29, 2014 when it was purchased from 10169740 Saskatchewan Ltd. as part of a package deal with 3 other properties for \$2,500,000. The value of \$625,000 was allocated on title for each property which did not properly represent actual market value of each. August 2020 sale was due to a foreclosure.

Sale Report: 7
Industrial - Industrial, Warehouse



CALCULATION OF INCOME APPROACH VALUE – DIRECT CAPITALIZATION			
A) Potential Annual Base Rent			
Tenant(s)	Size SF	Base Rent psf	Annual Rent
359 6th Avenue			
1) Crestvue Ambulance Service Ltd.	7,000	@ \$ 10.00	= \$ 70,000
369 6th Avenue			
2) B.A. Robinson Co. Ltd.	5,400	@ \$ 9.50	= \$ 51,300
Total Potential Base Rent	12,400		\$ 121,300
B) Long Term Vacancy Allowance		5%	\$ 6,065
C) Effective Annual Base Rent			\$ 115,235
D) Landlord's Expenses			
Structural Repair Reserve		2%	\$ 2,305
Property Management Fee		5% of Potential Base Rent	\$ 6,065
Non-Recoverable Operating Costs on Vacancy Allowance			
12,400 sf X 5%	= 620 sf	@ \$3.00 psf	= \$ 1,860
E) Net Operating Income			\$ 105,005

Transaction			
Property Name		Vendor	JJ Yawney Real Estate Ltd.
Address	359 & 369 6th Avenue North	Purchaser	Gerald and Jody Stuart
City	Yorkton Saskatchewan S3N 3E5	Sale Status	Closed
Market Type	Yorkton - SK-SE	Contract Date	July 30, 2020
Parcel(s)	143108096, 143108108, 143108131	Title Transfer Date	September 8, 2020
Legal Description	Lot 3-5 Block 21 Plan 00Y08164	Sale Price	\$1,450,000
Property ID#	30027	Title Number	153227662, 153227651, 153227673

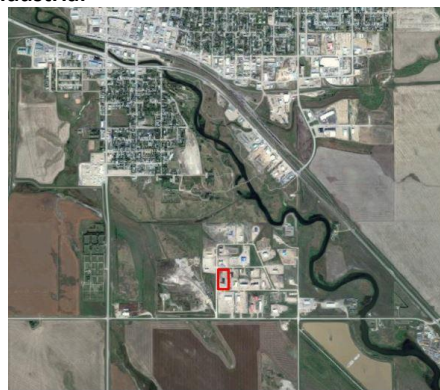
Site			
Land Acres	0.68	Zoning	M1 - Industrial
Land Sq Ft	29,621	Dimensions (Ft.)	362' frontage on 6th Avenue North x 123' depth on Collacott Street East Corner
Location	East side of 6th Avenue N just south of York Road in north end of Yorkton		

Improvements			
Size (SF)	12,400	Construction Class	S - Pre-Engineered Steel
No. of Buildings	1	Condition Rating	Above Average
Year Built	2012	No. of Stories	1
Site Coverage	41.86%	No. of Elevators	
Parking		% Finished	0.0%
Building Comments	359 6th Avenue N 1) 5,400 sf steel frame with metal clad exterior, no basement. In- floor heat, + 2,450 sf mezzanine developed as living quarters for the ambulance attendants, three overhead doors 18 ft. ceiling height, 200 amp electrical service. Built in 2012. 2) 1,600 sf heated wood frame construction metal clad building with two overhead doors, concrete slab. Built in 2016. 369 6th Avenue N 3) 5,400 sf steel frame with metal clad exterior, no basement. 19 ft. ceiling height, 2 - OH doors with electric lifts. Showroom, private offices, shop area. Built in 2016.		

Financial Data				
Sale Price/SF GBA	\$116.94	Cont. Land Value	\$160,000 - \$5.40 psf	
Residual Bldg. Value	\$1,290,000	Residual Bldg. Value/SF RA	\$104.03	
PGI	\$121,300	\$9.78 psf rent	GIM (stabilized)	11.950
EGI	\$115,235	\$9.29 psf rent	EGIM (stabilized)	12.583
NOI	\$105,005	\$8.47 psf rent	OAR (stabilized)	7.24%

Sale Remarks
Listing Agent: Brent Haas, Remax MLS #'s SK804545 & SK804547

Sale Report: 8
Industrial - Industrial



Transaction			
Property Name		Vendor	101023511 Saskatchewan Ltd. & 101041985 Saskatchewan Ltd.
Address	228 20th Avenue	Purchaser	MARKALLAN REALTY LIMITED
City	South of Weyburn Saskatchewan	Sale Status	Closed
Market Type	Weyburn - SK-SE	Contract Date	
Parcel(s)	164550988 & 164551035	Title Transfer Date	October 4, 2018
Legal Description	Lot 5 & 6, Block 2, Plan 101994330	Sale Price	\$953,612
Property ID#	26485	Title Number	151176731, etc.

Site			
Land Acres	3.75	Zoning	IND - Industrial
Land Sq Ft	163,350	Dimensions (Ft.)	231' frontage along 20 Avenue x 523' along west x 294' north (rear) x 554' along east
		Parcel Type	Corner
Site Description	Municipal water, septic, gas and power		
Location	Located in the Evanston Industrial Park on the northeast corner of 20 Avenue and Evanston Drive. It is located immediately south of the City of Weyburn.		

Improvements			
Size (SF)	11,800	Construction Class	S - Pre-Engineered Steel
No. of Buildings	2	Condition Rating	Good
Year Built	2010	No. of Stories	1
Site Coverage	7.22%	No. of Elevators	0
Parking	Electrified parking along front and east side of building	% Finished	0.0%
Wall Height	22	Mezzanine (SF)	
Building Comments	One storey light industrial building, no basement. 9,800 sf shop plus 2,000 sf office space for a total of 11,800 sf. Shop is metal frame and office is wood frame, both with metal cladding exterior and sloped metal roof. 22' exterior wall height in shop. Built in 2010.		

Financial Data				
Sale Price/SF GBA	\$80.81	Cont. Land Value	\$112,500 - \$.69 psf	
Residual Bldg. Value	\$841,112	Residual Bldg. Value/SF RA	\$71.28	
PGI	\$100,300	\$8.50 psf rent	GIM (stabilized)	9.510
EGI	\$95,285	\$8.07 psf rent	EGIM (stabilized)	10.008
NOI	\$88,137	\$7.47 psf rent	OAR (stabilized)	9.24%

Sale Remarks
Cap Rate based on 5% vacancy rate, 5% property management fee and 1% structural reserve deducted from EGI and \$2.50 psf Non-Recoverable Operating Costs on Vacancy Allowance Comments: Purchased by the tenant.

Sale Report: 9
Shopping Center - Community Center Shopping Center



A) Potential Annual Income		Annual
2019 Total Actual Base Rent		\$ 1,641,315
2019 Projected Operating Costs and Property Tax Recoveries		\$ 491,658
2019 Projected Percentage Rent		\$ 59,862
Total Gross Potential Income		\$ 2,192,835
B) Landlord's Expenses		
Structural Repair Reserve	2%	\$ 43,857
2019 Budget Operating Costs and Property Taxes		\$ 943,931
C) Net Operating Income		\$ 1,205,047

Transaction			
Property Name	Estevan Shoppers Mall	Vendor	Artis Estevan Mall Ltd.
Address	400 & 440 King Street	Purchaser	First Aberdeen Properties Ltd.
City	Estevan Saskatchewan S4A 1K6	Sale Status	Closed
Market Type	Other City - SK-SE	Contract Date	April 17, 2019
Parcel(s)	107405456	Title Transfer Date	October 31, 2019
Legal Description	1) 400 King Street Lot B Block 207 Plan 99SE21062 2) 440 King Street Lot C Block 207 Plan 01SE27756	Sale Price	\$13,000,000
Property ID#	18897	Title Number	152405568

Site			
Land Acres	22.01	Zoning	C5 - Shopping Centre Commercial
Land Sq Ft	958,756	Dimensions (Ft.)	923 ft. frontage on King St. 240 ft. depth on west side. 1,234 ft. at rear along Heritage Dr.
		Parcel Type	Corner
Site Description	Site is paved for common parking with approximately 575 parking stalls. 18.29 acres including some excess land with no extra payment for the excess land since it was expensive to service		
Location	Southeast corner of King Street and Petterson Drive and backs Heritage Drive		

Improvements			
Size (SF)	150,739	Construction Class	
No. of Buildings	1	Condition Rating	
Year Built	1974	No. of Stories	1
Site Coverage	1.04%	No. of Elevators	
Parking	575 paved surface parking stalls	% Finished	0.0%
Building Comments	One storey indoor shopping centre. 150,739 rentable sf. Anchor tenants are Sobey's (38,110 sf), Peavey Market (23,320 sf), Dollarama (10,140 sf), Sport Chek (11,000 sf) and Mark's Work Warehouse (9,800 sf). Variety of smaller CRU tenants. Two land leases -Saskatchewan Liquor Board and Tim Horton's. Built in 1974 with upgrades in 2008, 2011 and 2012		

Financial Data			
Sale Price/SF GBA	\$86.24	Cont. Land Value	\$5,502,500 - \$5.74 psf
Residual Bldg. Value	\$7,497,500	Residual Bldg. Value/SF RA	\$49.74
PGI	\$2,192,835	GIM (stabilized)	5.930
EGI	\$2,192,835	EGIM (stabilized)	5.928
NOI	\$1,205,047	OAR (stabilized)	9.27%

Sale Remarks
2019 total gross potential income \$2,192,835 less 2% structural repair reserve \$43,857 and 2019 op.costs and property taxes \$943,931. Closing date October 31, 2019. 10% vacant when purchased.

[Return](#)

9.10 DIRECT COMPARISON SALES

Sale Report: 1
Industrial - Manufacturing, Light Industrial



Transaction			
Property Name		Vendor	A & L Holdings Ltd.
Address	68 Devonian Street	Purchaser	MCGOWAN HOLDINGS LTD.
City	Estevan Saskatchewan	Sale Status	Closed
Market Type	-	Contract Date	April 3, 2022
Parcel(s)	107415828	Title Transfer Date	May 4, 2022
Legal Description	Lot 5 Block 2 Plan 59A01748	Sale Price	\$365,000
Property ID#	31579	Title Number	155337004
Site			
Land Acres	0.55	Zoning	M2 - Industrial Heavy Zone
Land Sq Ft	24,000	Dimensions (Ft.)	120 ft. frontage x 200 ft. depth
		Parcel Type	Interior
Location	South side of Devonian Street between Imperial Avenue and Superior Avenue		
Improvements			
Size (SF)	5,040	Construction Class	M - Metal Frame
No. of Buildings		Condition Rating	Good
Year Built	1998	No. of Stories	
Site Coverage	21.00%	No. of Elevators	
Wall Height	16	Mezzanine (SF)	
Building Comments	42 ft. (w) x 120 ft. (d) = 5,040 sf one storey light industrial building, no basement. Metal frame with metal clad exterior. 840 sf office and 4,200 sf shop with 3 overhead doors. There is an additional 324 sf finished mezzanine. 16 ft. exterior wall height, built in 1998.		
Financial Data			
Sale Price/SF GBA	\$72.42	Cont. Land Value	\$22,000 - \$.92 psf
Residual Bldg. Value	\$343,000	Residual Bldg. Value/SF RA	\$68.06
Sale Remarks			
Inhouse sale and was not listed on the market. Possession date is May 1, 2022.			

Sale Report: 2
Industrial - Industrial



Transaction			
Property Name		Vendor	Stone Wells Inc. (o/a Stage Coach Tours)
Address	18 Devonian Street	Purchaser	Her Majesty the Queen (Sask)
City	Estevan Saskatchewan	Sale Status	Closed
Market Type	Estevan - SK-SE	Contract Date	
Parcel(s)	203343645	Title Transfer Date	March 30, 2022
Legal Description	Block E Plan 101888950	Sale Price	\$2,520,000
Property ID#	22055	Title Number	

Site			
Land Acres	3.68	Zoning	Highway Commercial & Light Industrial
Land Sq Ft	160,301	Dimensions (Ft.)	1,317 ft. frontage x 452 ft. depth
Site Description	The property has 3.1 acres of developed lands with subsurface drainage mats and base material with sloping for drainage into ditches.		
Location	Southeast corner of Devonian Street and Shane Road North North of Hwy #39		

Improvements			
Size (SF)	20,064	Construction Class	A - Structural Steel
No. of Buildings		Condition Rating	Good
Year Built	2014	No. of Stories	
Site Coverage	10.05%	No. of Elevators	
Parking		% Finished	19.7%
Wall Height	30	Mezzanine (SF)	
Building Comments	16,104 sf, one storey light industrial/warehouse plus 3,960 sf of office mezzanine, no basement. 20,064 sf total area. Metal clad exterior and sloped metal roof. 14 overhead doors. 30 ft. exterior wall height. Three 10 ton cranes. Built in 2014.		

Financial Data			
Sale Price/SF GBA	\$125.60	Cont. Land Value	\$460,000 - \$2.87 psf
Residual Bldg. Value	\$2,060,000	Residual Bldg. Value/SF RA	\$102.67

Sale Remarks
Originally listed asking \$3,800,000. Listing Agent: Mickey Schmitz, Colliers Purchased by Stone Wells November 17, 2015 for \$4,200,000

Sale Report: 3
Industrial - Manufacturing, Light Industrial



Transaction			
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Property Name		Vendor	Candea Leasing Ltd.
Address	77 - 79 Devonian Street & 353 Imperial Avenue	Purchaser	101127332 Sask Ltd.
City	Estevan Saskatchewan S4A 2A5	Sale Status	Closed
Market Type	Estevan - SK-SE	Contract Date	October 27, 2021
Parcel(s)	107415907, 107415895, 107416559, 107399100, 107416526, 107416571, 164779161	Title Transfer Date	December 3, 2021
Legal Description	1) 77 - 79 Devonian Street Lot 6 & 7 Block 4 Plan 59A01748 Lot 24 Block 4 Plan No. 98SE09285 2) 353 Imperial Avenue Lots 19, 20, 23 Block 4 Plan No. 98SE09285 Lot 27 Block 4 Plan No. 102019788	Sale Price	\$562,000
Property ID#	25284	Title Number	154727758, etc.

Site			
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Land Acres	11.30	Zoning	M2 - Heavy Industrial
Land Sq Ft	492,228	Dimensions (Ft.)	260' frontage on Devonian Street x 200' depth along Imperial Avenue Corner
Site Description	Site has six foot high chain link security fence around property perimeter. Site has compacted gravel base.		
Location	Located on the northeast corner of Devonian Street and Imperial Avenue.		

Improvements			
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Size (SF)	10,560	Construction Class	A - Structural Steel
No. of Buildings	1	Condition Rating	Average
Year Built	1996	No. of Stories	1
Site Coverage	2.15%	No. of Elevators	0
Parking		% Finished	11.4%
Building Comments	Built in 1996 with addition of 720 sf addition in 2010. Total size 10,560 sf. 1,200 sq.ft finished office. South Shop: 3,600 sf with 3 overhead doors. Shop consists of three bays, one closed shop and two-piece washroom. Wash Bay: 1,200 sf with two overhead doors along east and west wall. Pipe Shop: 3,840 sf open shop with two overhead doors and two pipe doors (2 x 44). Shop addition along north side of building. 720 sf. 14 x 10 overhead door between addition and pipe shop. Addition has two pedestrian doors.		

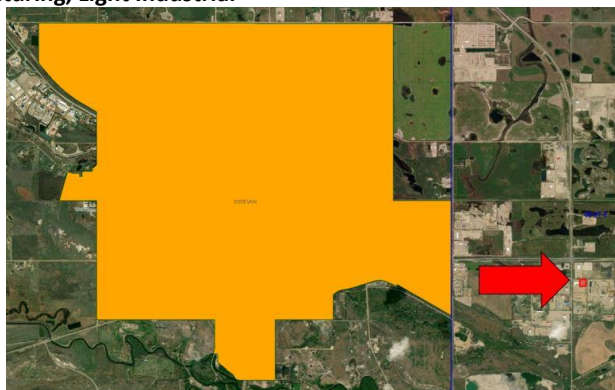
Financial Data			
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Sale Price/SF GBA	\$53.22	Cont. Land Value	\$226,000 - \$.46 psf
Residual Bldg. Value	\$336,000	Residual Bldg. Value/SF RA	\$31.82

Sale Remarks			
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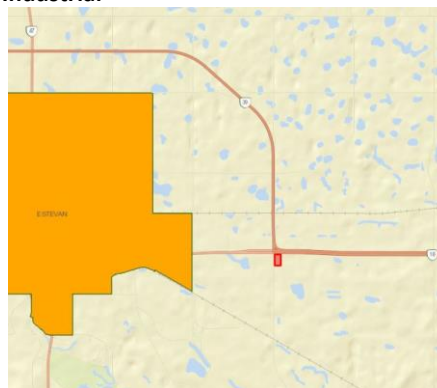
Previously sold at auction for \$250,000. The seller provided some updates to the building

Sale Report: 4
Industrial - Manufacturing, Light Industrial



Transaction			
Property Name		Vendor	Pyramid Land Corporation
Address	104 Frontier Street	Purchaser	S & B Holdings Corp.
City	RM of Estevan Saskatchewan	Sale Status	Closed
Market Type	Estevan - SK-SE	Contract Date	
Parcel(s)	164126752	Title Transfer Date	November 19, 2021
Legal Description	Block 11 Plan 101951928	Sale Price	\$510,000
Property ID#	30300	Title Number	154677101
Site			
Land Acres	2.12	Zoning	HPCI - High Profile Commercial Industrial
Land Sq Ft	92,400	Dimensions (Ft.)	300 ft. x 308 ft.
		Parcel Type	Corner
Location	One mile east of Estevan on Hwy #18, 0.15 miles south on Shand Road, 0.1 miles east on Frontier Street		
Improvements			
Size (SF)	4,000	Construction Class	S - Pre-Engineered Steel
No. of Buildings	1	Condition Rating	Good
Year Built	2012	No. of Stories	1
Site Coverage	4.33%	No. of Elevators	
Parking		% Finished	25.0%
Wall Height	16	Mezzanine (SF)	
Building Comments	4,000 sf one storey light industrial building, no basement. Pre-engineered steel frame, sloped metal clad roof. 1,000 sf office, 3,000 sf open shop. 16 ft. exterior wall height, built in 2012.		
Financial Data			
Sale Price/SF GBA	\$127.50	Cont. Land Value	\$100,000 - \$1.08 psf
Residual Bldg. Value	\$410,000	Residual Bldg. Value/SF RA	\$102.50
Sale Remarks			
For sale on ICR - Chris Vogel (306) 721-6116 Was listed for lease asking \$11 psf absolute net			

Sale Report: 5
Industrial - Industrial



Transaction			
Property Name	Cervus Equipment Peterbilt	Vendor	Cervus Equipment Corporation
Address	1 Frontier Street	Purchaser	Brandt Properties Ltd.
City	East of Estevan Saskatchewan	Sale Status	Closed
Market Type	Estevan - SK-SE	Contract Date	
Parcel(s)	164126640	Title Transfer Date	November 2, 2021
Legal Description	Block 7 Plan 101951928	Sale Price	\$2,520,000
Property ID#	28733	Title Number	154617644
Site			
Land Acres	7.11	Zoning	HPCI - High Profile Commercial Industrial
Land Sq Ft	309,540	Dimensions (Ft.)	420 ft. frontage x 737 ft. depth
Location	Southeast corner of Shand Road and Highway #18		
Parcel Type	Corner		
Improvements			
Size (SF)	26,991	Construction Class	S - Pre-Engineered Steel
No. of Buildings	1	Condition Rating	Good
Year Built	2007	No. of Stories	1
Site Coverage	7.56%	No. of Elevators	
Parking		% Finished	32.4%
Building Comments	23,400 sf light industrial building, no basement. Main floor office area is 5,160 sf, Parts storage is 1,254 sf, Shop is 15,000 sf. Office mezzanine is 3,591 sf and storage mezzanine is 1,569 sf. Total finished area is 26,991 sf. Pre-engineered steel frame, sloped metal clad roof. 22 ft. exterior wall height, built in 2007.		
Financial Data			
Sale Price/SF GBA	\$93.36	Cont. Land Value	\$498,000 - \$1.61 psf
Residual Bldg. Value	\$2,022,000	Residual Bldg. Value/SF RA	\$74.91
Sale Remarks			
This sale was part of Brandt buying Cervus Equipment. The sale price of the property was intended to be at market.			

Sale Report: 6
Industrial - Manufacturing, Light Industrial



Transaction			
Property Name		Vendor	Roy's Transmission Ltd.
Address	233 and 229 3rd Street	Purchaser	102132834 Saskatchewan Ltd.
City	Estevan Saskatchewan	Sale Status	Closed
Market Type	Estevan - SK-SE	Contract Date	
Parcel(s)	1) 107405726 & 2) 107383080	Title Transfer Date	September 22, 2021
Legal Description	1) 233 3rd Street Lot 21 Block 107 Plan 00SE01076 2) 229 3rd Street Lot 17 Block 107 Plan C3929	Sale Price	\$450,000
Property ID#	30288	Title Number	154495738 & 154495693
Site			
Land Acres	0.55	Zoning	C3-Commercial Highway/Arterial Zone
Land Sq Ft	24,120	Dimensions (Ft.)	201 ft. frontage on 3rd St. x 120 ft. frontage on 3rd Ave.
Site Description	1) 233 3rd Street 151 ft. x 120 ft. = 18,120 sf 2) 229 3rd Street 50 ft. x 120 ft. = 6,000 sf	Parcel Type	Corner
Location	Northeast corner of 3rd Street and 3rd Avenue		
Improvements			
Size (SF)	7,200	Construction Class	S - Pre-Engineered Steel
No. of Buildings		Condition Rating	Good
Year Built	1993	No. of Stories	
Site Coverage	29.85%	No. of Elevators	
Building Comments	1) 233 3rd Street 7,200 sf one storey light industrial building, no basement. 800 sf office and 6,400 sf shop. 18 ft. exterior wall height, built in 1993. 2) 229 3rd Street 1,536 sf metal arch rib quonset. Built in 1956.		
Financial Data			
Sale Price/SF GBA	\$62.50	Cont. Land Value	\$193,000 - \$8.00 psf
Residual Bldg. Value	\$257,000	Residual Bldg. Value/SF RA	\$35.69
Sale Remarks			
Sold out of receivership			

Sale Report: 7
Industrial - Industrial



Transaction			
Property Name		Vendor	ACKLANDS - GRAINGER INC.
Address	516 Nesbitt Drive	Purchaser	102119144 SASKATCHEWAN LTD.
City	Estevan Saskatchewan SOC OMO	Sale Status	Closed
Market Type	Estevan - SK-SE	Contract Date	February 12, 2021
Parcel(s)	164603505	Title Transfer Date	March 4, 2021
Legal Description	Lot 2 Block 503 Plan 101998851	Sale Price	\$500,000
Property ID#	25353	Title Number	164603505

Site			
Land Acres	1.71	Zoning	M3 - Industrial Business Park Zone
Land Sq Ft	74,635	Dimensions (Ft.)	295 ft. frontage on Nesbitt Dr. x 253 ft. depth
		Parcel Type	Interior
Location	South side of Nesbitt Drive east of Kensington Avenue		

Improvements			
Size (SF)	7,032	Construction Class	
No. of Buildings	1	Condition Rating	
Year Built	2010	No. of Stories	1
Site Coverage	9.42%	No. of Elevators	
Parking		% Finished	0.0%
Building Comments	6,915 sf one storey retail/warehouse, no basement. Pre-engineered metal frame with metal clad exterior walls and sloped metal clad roof. 2,181 sf of retail/office area and 4,734 sf of warehouse area. 22 ft. exterior wall height, built in 2010.		

Financial Data			
Sale Price/SF GBA	\$71.10	Cont. Land Value	\$171,300 - \$2.30 psf
Residual Bldg. Value	\$328,700	Residual Bldg. Value/SF RA	\$46.74

Sale Remarks	
MLS# SK800709 Listing Agent: John Chung, Royal LePage	

Sale Report: 8
Industrial - Manufacturing, Light Industrial



Transaction			
Property Name	Redhead Equipment	Vendor	Boundary Real Estate Holdings Inc.
Address	Highway 39 West	Purchaser	102142927 Saskatchewan Ltd.
City	West of Estevan Saskatchewan	Sale Status	Closed
Market Type	Estevan - SK-SE	Contract Date	
Parcel(s)	114483427, 164050332	Title Transfer Date	April 7, 2022
Legal Description	Block E Plan 01SE11761 Block J Plan 101942164	Sale Price	\$4,900,000
Property ID#	31362	Title Number	155246160, 155246182

Site			
Land Acres	20.00	Zoning	HPCI - High Profile Commercial/Industrial
Land Sq Ft	871,200	Dimensions (Ft.)	
Site Description	Block E 10 acres Block J 10 acres	Parcel Type	Corner
Location	Rural Municipality of Estevan #5		

Improvements			
Size (SF)	41,948	Construction Class	S - Pre-Engineered Steel
No. of Buildings	4	Condition Rating	Excellent
Year Built	2006	No. of Stories	1
Site Coverage	4.68%	No. of Elevators	
Parking		% Finished	8.8%
Building Comments	<p>1) Main Dealership Building - 38,348 sf Office, Showroom & Parts Storage 7,920 sf one storey, no basement. Wood frame with metal cladding, sloped metal clad roof. 18 ft. exterior wall height, built in 2000. Ag Shop 16,100 sf one storey shop, no basement. Pre-engineered steel frame, metal clad exterior. 26 ft. exterior wall height, built in 2006 Truck Shop 13,800 sf one storey shop, no basement. Pre-engineered steel frame, metal clad exterior. 24 ft. exterior wall height, built in 2008. There is an additional 528 sf connection to the office, showroom & parts storage building. Office Mezzanine: 1,200 sf.</p> <p>2) Cold Storage 2,400 sf one storey, no basement. Wood post frame with concrete floor, metal clad exterior. 16 ft. exterior wall height, built in 2010.</p>		

Financial Data			
Sale Price/SF GBA	\$116.81	Cont. Land Value	\$600,000 - \$.69 psf
Residual Bldg. Value	\$4,300,000	Residual Bldg. Value/SF RA	\$102.51

Sale Remarks
Purchased by tenant. Redhead Equipment 5 year lease renewal Dec. 1/17 - Nov. 30/22, \$438,000/yr, \$10.44 psf absolute net. Tenant had option to purchase at fair market value Apr. 1/22 - May 31/22.

Sale Report: 9
Industrial - Industrial



Transaction			
Property Name		Vendor	Maynards Liquidation Group Inc.
Address	105 McClement Drive	Purchaser	Listing (February 2023)
City	Estevan Saskatchewan	Sale Status	Listing
Market Type	Estevan - SK-SE	Contract Date	
Parcel(s)	135629039	Title Transfer Date	
Legal Description	Block A Plan 1011766703	Sale Price	\$1,950,000
Property ID#	22079	Title Number	

Site			
Land Acres	10.00	Zoning	HC- Highway Commercial
Land Sq Ft	435,600	Dimensions (Ft.)	
		Parcel Type	Corner
Location	Northeast corner of McClement Drive and Sawyer Road, just north of Highway 39.		

Improvements			
Size (SF)	23,582	Construction Class	
Year Built	2009	No. of Stories	
Site Coverage	5.41%	No. of Elevators	
Parking		% Finished	0.0%
Building Comments	Three industrial shops, and one office trailer. Paint hydraulic shop 11,932 sf Paint shop 3,969 sf Office trailer 480 sf Sandblasting shop 7,200 sf Built between 2006 and 2009. Exterior wall heights between 18 ft and 25 ft		

Financial Data			
Sale Price/SF GBA	\$82.69	Cont. Land Value	\$350,000 - \$.80 psf
Residual Bldg. Value	\$1,600,000	Residual Bldg. Value/SF RA	\$67.85

Sale Remarks
Listed by Colliers - Greg Belof, 1-306-596-7654 Also for lease, asking \$9 psf

[Return](#)

SCHEDULE “B”

OFFER TO PURCHASE

THIS OFFER made as of the 4th day of October, 2023 (the "**Effective Date**"),

BETWEEN:

CHRIS FICHTER HOLDINGS LIMITED, a corporation incorporated pursuant to the laws of the Province of Saskatchewan, (or nominee)
(the "**Purchaser**")

and:

MNP LTD., in its capacity as court-appointed Receiver over the assets and undertaking of F & L Concrete Services Ltd. and not in its personal capacity
(the "**Receiver**")

WHEREAS:

- A. Pursuant to Receivership Order (the "**Order**") issued by the Court of King's Bench for Saskatchewan (Court File No. KBG-RG-00909-2023), the Receiver is the court-appointed Receiver over the assets and undertaking of F & L Concrete Services Ltd. (the "**Debtor**").
- B. The assets and undertaking of the Debtor include the real property described in Schedule "A" attached hereto and all buildings and fixtures thereon (collectively, the "**Land**").
- C. The Purchaser wishes to purchase the Land subject to and on the terms and conditions set forth herein and the Receiver, on acceptance of this Offer, agrees to sell the Land to the Purchaser on the terms and subject to the conditions of this Offer.

NOW THEREFORE in consideration of the premises and the mutual agreements and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows

1. OFFER TO PURCHASE

1.1 Offer to Purchase

The Purchaser hereby offers to purchase from the Receiver and the Receiver, on acceptance, agrees to sell to the Purchaser the Land, on the terms and subject to the conditions contained in this Offer. For greater certainty, this Offer shall be for the Land only, and shall exclude all chattels situated on the Land as of the Closing Date.

1.2 Binding Agreement of Purchase and Sale

The acceptance of this Offer by the Receiver shall give rise to a binding agreement of purchase and sale of the Land between the Purchaser and the Receiver on the terms and conditions set forth herein.

2. PURCHASE PRICE & CLOSING

2.1 Purchase Price

The purchase price for the Land, subject to adjustments as herein provided, shall be the sum of One Million Nine Hundred Seventy Thousand (\$1,970,000.00) Dollars (the "**Purchase Price**").

2.2 Payment and Allocation of Purchase Price

Subject to the adjustments set forth in Section 5, the Purchase Price shall be paid to the Receiver as follows:

- (a) One Million Four Hundred Thousand Five Hundred Dollars (\$1,477,500.00) by a new mortgage to be arranged by the Purchaser at the Purchaser's expense; and
- (b) Four Hundred Ninety-Two Thousand Five Hundred Dollars (\$492,500.00).

2.3 Closing Date

The Purchaser and Receiver shall cooperate to effect the closing of the transaction of purchase and sale contemplated herein in accordance with usual and customary practices in Saskatchewan. The closing date for the transaction of purchase and sale contemplated herein shall be October 28, 2023 (the "**Closing Date**"), or such earlier or later date as may be agreed upon between the parties, at which time title the Land shall be given to the Purchaser free and clear of all encumbrances, except those encumbrances listed in Schedule "B" (the "**Permitted Encumbrances**").

2.4 Possession

The Purchaser shall have possession of the Land as of the Closing Date, subject to the provisions of Article 9 below.

3. TAXES AND FEES

3.1 Taxes

The Purchase Price does not include any provincial or federal sales taxes, including without limitation, goods, and services tax payable pursuant to the *Excise Tax Act* (Canada) ("**GST**"), all of which taxes with respect to the transfer of the Land shall be paid by the Purchaser.

The Purchaser represents and warrants that it is registered for GST under business number [◆] and covenants that it will self-assess and remit any applicable GST payable with respect to the purchase of the Land directly to the applicable government entity.

3.2 Fees

The Purchaser shall be responsible for the land registration fees, and all other charges and expenses payable in connection with the registration of the transfer authorization referred to herein (except any legal fees). The Purchaser and the Vendor shall be solely responsible for their own legal fees in connection with this Offer.

3.3 Interest

If any part of the Purchase Price is to be paid from the proceeds of new mortgage financing, payment of that amount may be delayed by the time required for the registration of the mortgage to be completed at the Saskatchewan Land Registry and reported to the Purchaser's mortgagee. The Purchaser will pay interest to the Receiver at the rate equal to 4% per annum on any portion of the Purchase Price not received by the Receiver or the Receiver's solicitors on the Closing Date. Interest will be calculated from and including the Closing Date to the date that the entire Purchase Price is paid to the Receiver or the Receiver's solicitors. Funds received by the Receiver or the Receiver's solicitors after 3:30 p.m. will be deemed to have been delivered on the next following business day.

4. CLOSING ARRANGEMENTS AND DELIVERIES FOR THE LAND

4.1 Conditions to Obligation of Purchaser to Close

The obligation of the Purchaser to effect the closing of the transaction contemplated hereby is subject to the satisfaction, at or before the Closing Date, of all of the following conditions, any one or more of which may be waived by Purchaser in its sole discretion:

- (a) the representations and warranties of the Receiver set forth in Section 6.1 shall be true and correct in all material respects as of the date of this Offer and as of the Closing Date as though made on and as of the Closing Date (or, in each case, if any such representation and warranty is expressly stated to have been made as of a specific date, then such representation and warranty shall be true and correct in all material respects as of such date);
- (b) the Receiver shall have performed and complied in all material respects with all of its covenants in this Offer to be performed and complied with on or before the Closing Date (provided satisfaction of this condition shall not relieve the Receiver from any obligations to perform and comply with its material covenants to be performed or complied with after the Closing Date);
- (c) no action, suit, investigation, review or proceeding shall be ongoing, pending, threatened, or suggested by or before any governmental authority or before any arbitrator in which an unfavourable injunction, judgment, order, decree, application, ruling or charge would prevent the consummation of the sale of the Land from the Receiver to the Purchaser contemplated by this Offer; and
- (d) the Receiver shall have delivered to the Purchaser (or to the Purchaser's solicitor in trust) each of the following at or prior to the Closing Date:
 - (i) Statutory Declaration: A statutory declaration of the Receiver declaring that the Receiver is not a non-resident of Canada within the meaning of Section 116 of the *Income Tax Act* (Canada).
 - (ii) Documents and Records: Copies of all records and informational documents relating to the Land in the Receiver's possession or control, including any building permits and legal land surveys or real property reports.
 - (iii) Other: Such other bills of sale, transfers, assignments, statutory declarations, and other

documents relating to the completion of this Offer as the Purchaser may reasonably require.

4.2 Conditions to Obligation of Receiver to Close

The obligation of the Receiver to effect the closing of the transaction contemplated hereby is subject to the satisfaction, at or before the Closing Date, of all of the following conditions, any one or more of which may be waived by the Receiver in its sole discretion:

- (a) the representations and warranties of Purchaser set forth in Section 7.1 shall be true and correct in all material respects as of the date of this Offer and as of the Closing Date as though made on and as of the Closing Date (or, in each case, if any such representation and warranty is expressly stated to have been made as of a specific date, then such representation and warranty shall be true and correct in all respects as of such date);
- (b) the Purchaser shall have performed and complied in all material respects with all of its material covenants in this Offer to be performed and complied with on or before the Closing Date (provided satisfaction of this condition shall not relieve the Purchaser from any obligations to perform and comply with its material covenants to be performed or complied with after the Closing Date);
- (c) no action, suit or proceeding shall be ongoing or pending by or before any governmental authority or before any arbitrator in which an unfavorable injunction, judgment, order, decree, ruling or charge would prevent the consummation of any of the transactions contemplated by this Offer; and
- (d) the Purchaser shall have delivered to the Receiver (or to the Receiver's solicitors in trust) the following at or prior to the Closing Date:
 - (i) Purchase Price: The cash portion of the balance of the Purchase Price by cheque or bank draft in the amount payable in accordance with Section 2.2, as adjusted as provided herein.
 - (ii) Other: Such other bills of sale, transfers, assignments, statutory declarations, and other documents relating to the completion of this Offer as the Receiver may reasonably require, including but not being limited to an executed lease in form in substantial conformity with that set forth in Schedule "C".

4.3 Deposit

In consideration of the short timeframe between court approval and closing and the Purchaser's agreement to the short-term lease provided for herein, the Receiver has agreed that the Purchaser need not pay over a deposit. In its place and stead, the Purchaser shall, on or before court approval have its solicitor confirm with the Receiver that the entirety of the cash required to close the sale, over and above mortgage financing, is deposited in the solicitors' trust account.

5. ADJUSTMENTS

Adjustments for the Land shall be made as of the Closing Date in accordance with standard practice in the Province of Saskatchewan. The Receiver shall be responsible for all expenses and shall be entitled to all

revenues accrued with respect to the Land for the period ending on the day before the Closing Date and the Purchaser shall be responsible for all expenses and shall be entitled to all revenues accruing with respect to the Land for the period from and including the Closing Date.

6. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE RECEIVER

6.1 Representations, Warranties and Covenants of the Receiver

The Receiver represents and warrants that, as of the Effective Date and as of the Closing Date:

- (a) The Receiver has, subject to court approval, full power, authority, and capacity to enter into this Offer and carry out the transaction contemplated herein; and
- (b) The Receiver is not a non-resident of Canada within the meaning of the *Income Tax Act* (Canada).

The representations, warranties and covenants set out in this Section 6.1 are effective upon the execution and delivery of this Offer and shall be continuing representations, warranties, and covenants, and shall not merge but shall survive the purchase of the Land provided for herein.

6.2 Land As-Is

- (a) This Offer is made without representation, warranty, or condition with respect to the fitness, condition, zoning, or lawful use of the Land. The Purchaser will accept the Land “as is”, “where is” on the Closing Date without regard for its state of repair, location of structures, walls, retaining walls or fences (freestanding or otherwise) and subject to any judicial, municipal, or any other governmental by-laws, agreements, restrictions, or orders affecting or regarding its condition or use (including deficiency and other notices, work and other orders), as well as any registered restrictions, agreements, rights of way, easements, or covenants which run with the Land. Without limiting the generality of the foregoing, the Purchaser acknowledges that neither the Receiver, nor any agent of the Receiver, have made and are not making representations or warranties with respect to compliance of the Land with any environmental laws or regulations whether federal, provincial, or municipal.
- (b) The Purchaser acknowledges and agrees that its principals are intimately acquainted with the Land and that it has relied entirely upon its own examination, inspection, and investigation with respect to the title matters, quantity, quality, fitness for purpose, condition (environmental or otherwise), and value of the Land.
- (c) Without limiting the generality of the foregoing, the Purchaser agrees that the Receiver shall not be responsible for any defects affecting the Land, including any latent defects, which may exist on the Closing Date.
- (d) The Purchaser accepts any and all encroachments on or over the Land, and all encroachments by the Land over any other lands or interests in land including, without limitation, easements and utility rights-of-way, and shall not hold the Receiver responsible with respect to same. The Purchaser hereby accepts the Land and the fact that they may not comply with the applicable zoning by-laws.
- (e) The Receiver is selling only such interest as it may have in the Land referred to in this Offer

and/or located on the Land and does not warrant title thereto. On the Closing Date, the Purchaser may have possession of the fixtures to the Land (and no chattels) “as-is”.

7. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE PURCHASER

7.1 Representations, Warranties and Covenants of the Purchaser

The Purchaser represents and warrants that, as of the Effective Date and as of the Closing Date:

- (a) The Purchaser has full power, authority, and capacity to enter into this Offer and carry out the transaction contemplated herein; and
- (b) The Purchaser is not a non-resident of Canada within the meaning of the *Income Tax Act* (Canada).

The representations, warranties and covenants set out in this Article 7 are effective upon the execution and delivery of this Offer and shall be continuing representations, warranties and covenants, and shall not merge but shall survive the purchase of the Land provided for herein.

8. CONDITIONS PRECEDENT

8.1 Conditions Precedent

The Purchaser's and the Receiver's obligation to carry out the transactions contemplated by this Offer are subject to the fulfilment of each of the following conditions, except as otherwise provided, on or before the dates specified below (or such other dates as may be agreed in writing between the Receiver and the Purchaser) (the “**Condition Date**”), which conditions are for the benefit of both the Purchaser and the Receiver:

- (a) The Purchaser having received a binding commitment of financing in amount and on terms satisfactory to the Purchaser, in its sole and absolute discretion, on or before October 13, 2023, for the transaction contemplated herein; and
- (b) The Receiver having obtained approval of the Court on or before October 25, 2023, for the completion of the transaction of purchase and sale contemplated herein;

The foregoing conditions precedent are for the benefit and advantage of both parties. The conditions precedent shall only be deemed to be satisfied upon each party providing written confirmation of the same to the other on or before the Condition Date. If a party does not, in writing, confirm that all conditions precedent are satisfied or waived on or before the Condition Date, then that condition precedent shall be deemed to have not been satisfied or waived and this Offer shall be null and void and the parties hereto shall have no further obligations to nor rights against the other in respect of this Offer.

9. SHORT TERM LEASE AGREEMENT

9.1 Short Term Tenancy

Insofar as this sale is for only the Land and as there are sufficient assets on site and over which the Receiver must continue to exercise authority, it is agreed that the Receiver shall remain on the Land as a short-term tenant of the Purchaser.

9.2 Form of Lease

The short-term tenancy of the Receiver shall be in accordance with the terms and conditions of the Short-Term Lease Agreement set forth in Schedule “C”, which shall bear an effective date of the closing date of the sale contemplated by this Agreement.

10. PROHIBITION ON MORTGAGE OR TRANSFER

10.1 Prohibition on Mortgage or Transfer

The Receiver covenants and agrees that prior to the Closing Date, the Receiver shall not, directly or indirectly, transfer the Land, any part of the Land, or any interest in the Land unless: (i) the Purchaser provides prior written consent to such transfer, which consent shall not be unreasonably withheld; and (ii) the transferee executes and delivers an agreement in such form as the Purchaser may require whereby the transferee assumes all of the obligations of the Receiver hereunder and covenants directly with the Purchaser agreeing to be bound by all of the terms contained in this Offer as if such transferee had originally executed this Offer as a party hereto. A purported transfer in violation of this Offer shall not be valid.

11. CONTINUOUS DISCLOSURE

11.1 Continuous Disclosure

The Receiver and the Purchaser each agree not to take any action or fail to take any action that would render a representation or warranty made under this Offer untrue or inaccurate. If, prior to the Closing Date, the Receiver or the Purchaser become aware of any fact or condition that would render any representation or warranty of the Receiver or the Purchaser to be untrue or inaccurate, the party obtaining such information will promptly advise the other in writing of the particulars of such potential untruth or inaccuracy and the Receiver or the Purchaser, as the case may be, will employ commercially reasonable efforts to rectify any apparent untruth or inaccuracy in any such representation or warranty.

12. RISK OF LOSS AND INSURANCE

12.1 Risk of Loss and Insurance

Any buildings and improvements on the Land and all other things being purchased hereunder shall be and remain until the Closing Date at the risk of the Receiver. Until the Closing Date, the Receiver will maintain insurance in respect of the Land in such amounts as a careful and prudent owner of similar property and premises.

13. ASSIGNMENT

13.1 Assignment by the Purchaser

The Purchaser may assign this Offer to any party without the prior written consent of the Receiver.

13.2 Assignment by Receiver

This Offer is only assignable by the Receiver in connection with a transfer of the Land that is effected on the terms and conditions set out in Section 10.1

14. GENERAL

14.1 Use of Headings

The headings of the sections or subsections of this Offer are inserted for convenience of reference only and shall not affect the construction of this Offer.

14.2 Gender

In this Offer, unless there is something in the subject matter or context inconsistent therewith, words importing the use of any gender shall include both genders where the context or party referred to so requires, and the rest of the sentence shall be construed as if the necessary grammatical and terminological changes had been made.

14.3 Enurement

Subject to the terms hereof, this Offer shall enure to the benefit of and be binding upon the parties and their respective successors and assigns.

14.4 Survival

The covenants, agreements, representations, warranties, and indemnities of the parties contained herein shall survive the termination of this Offer and shall not merge, and shall, subject to the other provisions of this Offer, continue in full force and effect thereafter.

14.5 Holidays

If any date established by or in accordance with this Offer or any date of termination of a period of time set forth or referred to in this Offer falls upon a Saturday, Sunday or statutory holiday in the Province of Saskatchewan, then such date will be deemed to be the next following day that is not a Saturday, Sunday or statutory holiday in the Province of Saskatchewan.

14.6 Further Assurances

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 in accordance with its true intent and meaning.

14.7 Entire Agreement

This Offer shall constitute the entire agreement between the Purchaser and the Receiver, 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 or the Land, other than as expressed herein in writing.

14.8 Severability

If any provision of this Offer 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.

14.9 Notices

Each party shall provide notice to the other in accordance with the following information:

Purchaser's Contact Information:

Chris Fichter Holdings Limited
1494 Nicholson Road
ESTEVAN SK, S4A 1V4

With a copy to:

Nychuk & Company
2255 Albert Street
REGINA, SK S4P 2V5
Attention: Nicolas L. Brown
nbrown@nychuklaw.com

Receiver's Contact Information:

MNP Ltd.
10235 101St N.W.
Suite 1300
Edmonton, AB T5J 3G1
Attention: Karen Aylward
Karen.Aylward@mnp.ca

With a copy to:

Robertson Stromberg LLP
600 – 105 21st Street East
SASKATOON, SK S7K 0B3

Attention: Travis K. Kusch
t.kusch@rslaw.com

Any notice required or permitted to be given pursuant to this Offer shall be sufficiently given if delivered personally by one of the parties, delivered personally by recognized national courier service or otherwise or mailed by prepaid registered post, or delivered by e-mail. Except as specifically set forth herein, any tender of documents, notices or money hereunder may be made upon the Receiver or the Purchaser or upon the solicitor acting for the party on whom such tender is desired.

Unless otherwise agreed, money may be tendered by wire transfer, certified cheque, bank draft, or solicitor's trust cheque.

The date of the receipt of any notices given by mailing shall be deemed to be the fifth business day after such mailing, and if delivered or transmitted by e-mail shall be deemed to be the date of delivery or the date of transmission if a business day, or otherwise shall be deemed to be the next following business day.

Either party may at any time give notice in writing to the other of any change of address of the party giving such notice, and from and after the giving of such notice the address therein specified shall be deemed to be the address of such party for the giving of notices. The word "notice" in this Section 14.9 shall be deemed to include a request, statement and any other writing provided for in this Offer or permitted to be given by the Receiver or the Purchaser to the other.

14.10 Waiver

Any party hereto that is entitled to the benefits of this Offer may, and has the right to, waive any term or condition hereof at any time, provided, however, that such waiver shall be evidenced by written instrument duly executed on behalf of such party.

14.11 Amendment

No modification or amendment to this Offer may be made unless agreed to by the parties hereto in writing.

14.12 Time is of the Essence

Time in all respects shall be of the essence in this Offer, provided the time for doing or completing any matter provided for herein may be extended or abridged by an agreement in writing signed by the Receiver and the Purchaser or their respective solicitors who may be specifically authorized in that regard.

14.13 Jurisdiction

This Offer 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.

14.14 Execution in Counterpart

This Offer may be executed and delivered in 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 and, notwithstanding the date of execution, shall be deemed to bear the Effective Date.

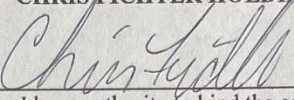
14.15 Independent Legal Advice

Each of the parties, by their execution of this Offer, acknowledge that such party has carefully read and fully understands the terms of this Offer and has had the opportunity to obtain independent legal advice with respect to this Offer.

THE PURCHASER HEREBY OFFERS TO PURCHASE the Land on the terms and conditions contained in this Offer. This Offer will be open for acceptance by the Receiver until 5:00 p.m. (Saskatchewan time) on the 5th day of October, 2023, after which time, unless this Offer has been accepted and a fully executed copy of this Offer has been received by the Purchaser, the said offer to purchase and this Offer will be null and void and of no further force and effect.

DATED the 6 day of October, 2023.


CHRIS FICHTER HOLDINGS LTD.

per: 
I have authority to bind the corporation.

THE RECEIVER HEREBY ACCEPTS THE FOREGOING offer to purchase and agrees to sell the Land to the Purchaser on the terms and conditions contained in this Offer.

DATED the 6th day of October, 2023.

MNP LTD., in its capacity as court-appointed
Receiver over the assets and undertaking
of F & L Concrete Services Ltd.,
and not in its personal capacity

per: 
Karen Aylward, CIRP, LIT
Vice President

SCHEDULE "A"

The Land

Surface Parcel #164322222

Reference Land Description: Blk/Par P Plan No 101969871 Extension 0

SCHEDULE "B"

Permitted Encumbrances

The Land shall be sold by the Receiver free and clear of all interests and encumbrances, except for the following:

- (a) Public Utility Easement in favour of Rural Municipality of Estevan No. 5 registered as Interest Register #117681565;
- (b) Joint Use Utility Easement in favour of Saskatchewan Power Corporation, and Saskatchewan Telecommunications registered as Interest Register #117702075;
- (c) Power Corporation Act easement interest in favour of Saskatchewan Power Corporation and registered as Interest Register #119682221;

[End of Schedule "B"]

SCHEDULE "C"

SHORT TERM LEASE AGREEMENT

THIS SHORT-TERM LEASE AGREEMENT made effective as of the [◆] day of October, 2023

BETWEEN:

CHRIS FICHTER HOLDINGS LIMITED, a corporation incorporated pursuant to the laws of the Province of Saskatchewan, (or nominee)
(the "**Owner**")

and:

MNP LTD., in its capacity as court-appointed Receiver over the assets and undertaking of F & L Concrete Services Ltd. and not in its personal capacity.
(the "**Receiver**")

The Owner, in consideration of rents hereinafter contained does hereby lease and demise unto the Receiver the Land referenced in Schedule "A" together with the buildings located thereon (hereinafter called the "**Premises**") commencing the [◆] day of October, 2023 (the "**Effective Date**") until the termination date (as provided herein) on the terms and conditions set out herein:

1. TENANCY AND TERM

- 1.1 The Receiver shall retain and remain in possession of the Premises from and after the Effective Date through to the termination of the Lease (the "Term") as more particularly set out in Section 1.3 hereof.
- 1.2 The Receiver shall pay gross rent in the amount of \$15,500.00 per month to the Owner for the Term. Said rent shall be payable by the Receiver on the basis of a payment of one half of the gross rent at the beginning of the month and one half on the 15th of the month.
- 1.3 This Lease shall terminate upon the earlier of:
 - (a) Five days following the effective date of discharge of the Receiver by the Court of King's Bench in Court File No. KBG-RG-00909-2023;
 - (b) The effective date of written notice of intention to vacate, given by the Receiver to the Owner no less than ten days in advance; or
 - (c) Such other date as the parties may agree in writing.

2. RECEIVER'S USE

- 2.1 The Receiver shall not assign or sublet any part of the Premises without prior written consent of the Landlord, which may be unreasonably withheld.

2.2 The Receiver will use the Premises for purposes consistent with the usage of the Premises before the Effective Date and only in its capacity as Receiver.

3. CONDITION AND REPAIR

3.1 The Receiver has inspected the Premises and hereby takes possession of the Premises on an "as is where is" basis.

3.2 As at the Effective Date, the condition of the Premises shall be documented in writing and with photographs and delivered to both parties as evidence of the Premises' condition as of the Effective Date. Any expenses associated with creating such records shall be borne solely by the Receiver.

3.3 The Receiver agrees that any damage whatsoever caused by its occupancy or use of the Premises will be repaired at the cost of the Receiver (normal wear and tear excepted).

4. INSURANCE COSTS, UTILITIES AND TAXES

4.1 During the term of this Lease:

- (a) The Receiver shall on a monthly basis pay to the Owner, pay to the Owner a pro-rated amount equal to the monthly costs incurred by the Landlord to place the insurance provided for in section 5.1 below;
- (b) All utilities for the Premises shall be applied for and payable directly by the Receiver to the utility supplier;
- (c) All maintenance of the Premises, and all expenses and costs associated therewith, are the responsibility of the Receiver. Such maintenance shall include, without limitation, cleaning, maintaining landscaping, gardening, and snow and ice removal; and
- (d) The Receiver shall pay to the Landlord an amount equal to the pro-rated property taxes payable for the Premises during the time that the Receiver shall remain in possession.

4.2 Payments respecting insurance costs and property taxes shall be prorated and paid on the same basis as gross rent.

5. INSURANCE

5.1 During the term of this Lease the Landlord will at the Landlord's expense, insure or cause to be insured and keep insured the buildings located upon the Demised Premises and any other improvements that may be from time to time on the Demised Premises and all fixtures therein against loss or damage by fire and such other risks and perils as the Landlord may deem expedient or required during the Term hereof. The Landlord shall provide for the Receiver to be listed as an insured, and the policy shall provide for a waiver of subrogation against the Receiver and its employees.

5.2 During the term of this Lease, the Receiver shall maintain commercial general liability insurance, on an occurrence basis, in an amount not less than One Million Dollars

(\$1,000,000.00) per occurrence, and Five Million Dollars (\$5,000,000.00) in the aggregate, relating to the Receiver's operations on the Premises.

6. INDEMNITY

The Receiver will indemnify and save harmless the Owner for and from all fines, suits, demands, claims, and actions of any kind or nature which the Owner may become liable for or suffer by reason of any breach, violation, or non-performance by the Receiver of any covenant, term of provision hereof or by reason of any injury occasioned to or suffered by any person or persons or any property by reason of any wrongful act, neglect, default, or omission on the part of the Receiver or those in law for whom it is responsible.

7. NOTICE

7.1 Each party shall provide notice to the other in accordance with the following information:

Owner's Contact Information:

Chris Fichter Holdings Limited
1494 Nicholson Road
ESTEVAN SK, S4A 1V4

With a copy to:

Nychuk & Company
2255 Albert Street
REGINA, SK S4P 2V5
Attention: Nicolas L. Brown
nbrown@nychuklaw.com

Receiver's Contact Information:

MNP Ltd.
10235 101St N.W.
Suite 1300
Edmonton, AB T5J 3G1
Attention: Karen Aylward
Karen.Aylward@mnp.ca

With a copy to:

Robertson Stromberg LLP
600 – 105 21st Street East
SASKATOON, SK S7K 0B3
Attention: Travis K. Kusch
t.kusch@rslaw.com

- 7.2 Any notice required or permitted to be given pursuant to this Lease shall be sufficiently given if delivered personally by one of the parties, delivered personally by recognized national courier service or otherwise or mailed by prepaid registered post, or delivered by e-mail. Except as specifically set forth herein, any tender of documents, notices or money hereunder may be made upon the Receiver or the Owner or upon the solicitor acting for the party on whom such tender is desired.
- 7.3 The date of the receipt of any notices given by mailing shall be deemed to be the fifth business day after such mailing, and if delivered or transmitted by e-mail shall be deemed to be the date of delivery or the date of transmission if a business day, or otherwise shall be deemed to be the next following business day.
- 7.4 Either party may at any time give notice in writing to the other of any change of address of the party giving such notice, and from and after the giving of such notice the address therein specified shall be deemed to be the address of such party for the giving of notices. The word "notice" in this Section 7 shall be deemed to include a request, statement and any other writing provided for in this Lease or permitted to be given by the Receiver or the Purchaser to the other.

8. GENERAL

8.1 Use of Headings

The headings of the sections or subsections of this Lease are inserted for convenience of reference only and shall not affect the construction of this Lease.

8.2 Gender

In this Lease, unless there is something in the subject matter or context inconsistent therewith, words importing the use of any gender shall include both genders where the context or party referred to so requires, and the rest of the sentence shall be construed as if the necessary grammatical and terminological changes had been made.

8.3 Enurement

Subject to the terms hereof, this Lease shall enure to the benefit of and be binding upon the parties and their respective successors and assigns.

8.4 Survival

The covenants, agreements, representations, warranties, and indemnities of the parties contained herein shall survive the termination of this Lease and shall not merge, and shall, subject to the other provisions of this Lease, continue in full force and effect thereafter.

8.5 Holidays

If any date established by or in accordance with this Lease or any date of termination of a period of time set forth or referred to in this Lease falls upon a Saturday, Sunday or statutory holiday in the Province of Saskatchewan, then such date will be deemed to be the next following day that is not a

Saturday, Sunday or statutory holiday in the Province of Saskatchewan.

8.6 Further Assurances

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 Lease in accordance with its true intent and meaning.

8.7 Entire Agreement

This Lease shall constitute the entire agreement between the Owner and the Receiver, 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 Lease or the Premises, other than as expressed herein in writing.

8.8 Severability

If any provision of this Lease 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.

8.9 Waiver

Any party hereto that is entitled to the benefits of this Lease may, and has the right to, waive any term or condition hereof at any time, provided, however, that such waiver shall be evidenced by written instrument duly executed on behalf of such party.

8.10 Amendment

No modification or amendment to this Lease may be made unless agreed to by the parties hereto in writing.

8.11 Time is of the Essence

Time in all respects shall be of the essence in this Lease, provided the time for doing or completing any matter provided for herein may be extended or abridged by an agreement in writing signed by the Receiver and the Owner or their respective solicitors who may be specifically authorized in that regard.

8.12 Jurisdiction

This Lease 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.

8.13 Execution in Counterpart

This Lease may be executed and delivered in 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 and, notwithstanding the date of execution, shall be deemed to bear the Effective Date.

8.14 Independent Legal Advice

Each of the parties, by their execution of this Lease, acknowledge that such party has carefully read and fully understands the terms of this Lease and has had the opportunity to obtain independent legal advice with respect to this Lease.

DATED as at the Effective Date.

CHRIS FICHTER HOLDINGS LTD.

per: 

I have authority to bind the corporation

DATED as at the Effective Date.

MNP LTD.

in its capacity as court-appointed
Receiver over the assets and undertaking
of F & L Concrete Services Ltd.,
and not in its personal capacity

per: 

Karen Aylward, CIRP, LIT
Vice President

SCHEDULE "A"

The Premises

Surface Parcel #164322222

Reference Land Description: Blk/Par P Plan No 101969871 Extension 0