OFFER TO PURCHASE FOR PARCEL 1

BY AND BETWEEN:

MALCOLM ALBERY, SHAIROLE HENCHALL
& SIERRA ALBERY
(the "**Vendor**")

AND

_____
(NAME OF HIGH REGISTERED BIDDER)
(the "**Purchaser**")

1. The Vendor agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Vendor the property legally described in the attached Schedule "A1" (the "**Property**").

2. The Vendor further agrees to assign to the Purchaser and the Purchaser agrees to accept such assignment of Grazing Lease Agreement No. GRL-35225, GRL-40394 & GRL-920052 as more particularly described in the attached Schedule "A2" (the "**Leased Land**") subject to the approval of Alberta Forestry and Parks.

3. The Purchaser hereby offers to purchase the Property and the rights to the Leased Land for the sum of the Closing Bid on the CLHbid.com sale taking place on November 16, 2026 being $_____ (the "**Purchase Price**") and payable as follows:

   $ _____ 20% Deposit paid to the Vendor's Lawyer further described in Section 5.

   $ _____ 80% balance payable, subject to adjustments and Transaction Fee, payable on or before the Closing Date to the Vendor's Lawyer.

   $ _____ PURCHASE PRICE

   $ _____ Transaction Fee payable at 1.25% + GST on the Purchase Price and in addition to the Purchase Price will be paid with closing funds on the Closing Date by the Purchaser and their lawyer to the Vendor's Lawyer.

4. The Vendor and the Purchaser agree that the Purchase Price shall be allocated as follows:

   $ _____ Property (90% of the Purchase Price)

   $ _____ Leased Land (10% of the Purchase Price)

   $ _____ PURCHASE PRICE

5. The Purchaser agrees to submit to the Vendor's Lawyer on or before 4:30 pm on November 17, 2026 an executed copy of this Offer along with either a) a 20% deposit of the Purchase Price (by way of Bank Draft, Solicitor's Trust Cheque or Wire Transfer), to be held in trust by CLH Law or b) have their approved lender provide written confirmation in a form satisfactory to CLHbid.com of 100% financing of the Purchase Price (the "**Deposit**"). Provided that transactions set out herein are complete, the said Deposit shall be applied towards the payment of the Purchase Price on the Closing Date. The Deposit, upon payment, shall be unconditional, and if the Purchaser fails to close the purchase of the Property and Leased Land for any reason, the Deposit shall be forfeited to the Vendor on account of damages, and the Vendor's Lawyer is irrevocably authorized and directed to release and pay the Deposit to the Vendor, provided that such retention of the Deposit shall not itself constitute a termination of this Agreement and shall not restrict the Vendor from exercising any other rights or remedies which the Vendor may have by virtue of the Purchaser's default, including the right to claim damages from the Purchaser which the Vendor sustains in excess of the Deposit.

6. The Purchase Price does not include Goods and Services Tax ("**GST**"). The Purchase Price will be subject, on the Closing Date, to the addition of GST which shall be paid by the Purchaser to the Vendor on the entire Purchase Price. Alternatively, in the event the Purchaser represents and warrants to the Vendor that the Purchaser is a registrant under the *Excise Tax Act* (Canada) and provides the Vendor with their GST registration number prior to the Closing Date together with a GST indemnity then the Purchaser may account directly to Canada Revenue Agency for the GST payable on this transaction without paying same to the Vendor. For greater certainty, the Transaction Fee does not form part of the Purchase Price for the purposes of this section.

7. The Purchase Price, as adjusted, shall be paid in full on or before December 18, 2026 (the "**Closing Date**") with no holdback pending the delay in Alberta Forestry and Parks registering the formal assignment on the Lease Land. Prior to the Closing Date, as part of the closing documents the Vendor shall provide the Purchaser's Lawyer a duly executed formal assignment of the Leased Land along with executed interim agreement for use of the Leased Land pending registration of the formal assignment.

8. Possession of the Property and Leased Land will be made available as follows:

   (a) the Property will be subject to the Purchaser paying closing funds on the Closing Date to the Vendor's Lawyer; and

   (b) the Leased Land will be subject to:

      i. the Purchaser paying closing funds on the Closing Date to the Vendor's Lawyer; and

ii. upon receipt of confirmation from Alberta Forestry and Parks with respect to the interim use.

9. The following chattels shall form part of the Property for the benefit of the Purchaser:

Double-wide Mobile home, all major appliances in both the main home and double wide mobile home, greenhouse, paddocks, cattle squeeze, crowding tub, 2 sets of corrals, tac shed & grain bin

It is agreed that there is no warranty or guarantee made by the Vendor as to the state of fitness, merchantability or condition of any of the chattels herein being sold to the Purchaser.

10. The mesh panels (in the barn area) and the fuel tanks are excluded from the sale and will be removed prior to the Possession Date unless otherwise agreed upon. Should the Purchaser be interested in purchasing the fuel tanks (with the fuel included), the Vendor is willing to negotiate on same. Should the Purchaser elect to purchase the fuel tanks, the mutually agreed upon price will be appear on the Statement of Adjustments.

11. All money owing to the Vendor shall be paid to the Vendor's Lawyer on or before 12:00 noon on the Closing Date. Any monies received after 12:01 pm shall be deemed to have been received on the next business day. If the Vendor agrees to accept monies after the Closing Date, the Purchaser shall pay interest at a rate of 10% per annum on any money owing to the Vendor as at the Closing Date, from the Closing Date until that money has been paid.

12. The Vendor’s Lawyer will deliver normal closing documents to the Purchaser’s Lawyer upon reasonable conditions consistent with the terms of this Offer.

13. The Vendor and Purchaser acknowledge that this Offer is unconditional upon execution and payment of deposit. There will be no conditions on behalf of the Vendor or Purchaser, including but not limited to a financing condition or property inspection.

14. The Purchaser hereby acknowledges that if registration of the transfer documents, and Purchaser financing, if any, cannot be registered by the Closing Date due to Alberta Land Titles registration timeline delays then the Purchaser shall obtain a title insurance policy to avoid delays past the Closing Date at their own expense.

15. The Purchaser is aware of the eligibility requirements in order to have an Application for Assignment of Agriculture Dispositions registered.

16. All normal adjustments for the Property and Leased Land including but not limited to surface leases (if any), rent, taxes, municipal utility charges, and interest shall be adjusted as at noon on the Closing Date. The Purchaser shall assume all local improvements, assessments and charges against the Property and Leased Land as of that time.

17. The Purchaser agrees to pay a transaction fee equal to 1.25% of the Purchase Price plus GST (the "**Transaction Fee**") in addition to the Purchase Price. The Transaction Fee will appear on the Statement of Adjustments as provided to the Purchaser’s Lawyer.

18. The Purchaser acknowledges that the Assignment Fee payable to Alberta Forestry and Parks shall be the sole responsibility of the Purchaser.

19. The Purchaser further acknowledges that the annual rental fee and annual property taxes issued past the Closing Date will be paid by the Purchaser.

20. The Property and Leased Land shall be free and clear of any financial encumbrances attributable to the Vendor. The Property may be subject to all non-financial encumbrances now on title such as easements, utility right of ways and covenants and conditions registered against the Property.

21. The Purchaser has inspected the Property and Leased Land and agrees that the Vendor has not made any representation, warranty, collateral agreement or condition regarding the Property, Leased Land or any adjacent land or lands in close proximity to the Property and Leased Land or otherwise which may in any way directly or indirectly affect the Property and Leased Land or regarding this Offer other than what is written herein.

22. The Vendor represents and warrants to the Purchaser that:

    (a) they are not now (nor will be within 60 days after the Closing Date) a non-resident of Canada within the meaning of the *Income Tax Act* (Canada);

    (b) they are not agents or trustees of anyone with an interest in the Property who is (or will be 60 days after the Closing Date) a non-resident of Canada within the meaning of the *Income Tax Act* (Canada); and

    (c) they have the legal right to sell the Property and the rights to the Leased Land.

23. It is expressly understood and agreed to by the Vendor and the Purchaser that the Property is being sold on a strictly as-is-where-is basis with no representations, warranties, covenants or collateral agreements of any kind whatsoever as to, *inter alia*, the state of the Property, its compliance with any applicable laws or its suitability for the Purchaser's intended use, and that the Purchaser has completed any and all due diligence it deems necessary prior to providing the within offer to the Vendor.

24. The Purchaser represents and warrants to the Vendor that:

    (a) it is eligible to purchase "controlled land" as defined in the *Foreign Ownership of Land Regulations* (Alberta);

    (b) if the Purchaser is a body corporate,

        i. the Purchaser is duly incorporated and organized and validly subsisting under the applicable Canadian law and has the corporate power to enter into this Agreement and to perform its obligations hereunder; and

        ii. this Agreement and the transactions contemplated hereby have been duly authorized by the Purchaser and constitute a legal, valid and binding obligation of the Purchaser, enforceable against the Purchaser by the Vendor in accordance with its terms.

25. The parties hereto agree that the representations, warranties, and covenants herein shall not merge by the acceptance of documents, registration of documents, or the taking of possession by the Purchaser.

26. Upon this Offer being accepted by the Vendor, this document shall, as of the date of such acceptance, constitute an agreement of sale and purchase, notwithstanding the fact that formal documents may be required and the Purchaser and Vendor both agree to promptly execute and deliver all necessary documents and do all necessary acts in order to fully carry out and perform the true intent and object of these presents.

27. This Agreement cannot be assigned by the Purchaser without the prior written consent of the Vendor. An assignment of this Offer includes any change in control of the Purchaser after this Offer is fully signed. The Purchaser acknowledges that the assignment does not release the Purchaser from its obligations under this Offer and confirms that the Vendor is entitled to any profit resulting from an assignment of the Offer by the Purchaser to any subsequent assignee.

28. This Offer shall be open for acceptance up to but not after 4:30 pm on November 18, 2026 and may be accepted by PDF email to the Purchaser.

29. Time shall be of the essence in this Offer.

30. In this Offer, the masculine gender and the singular shall be construed as the feminine gender and the plural where the context so requires. This Offer shall enure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

31. This Agreement shall be interpreted, construed and enforced in accordance with, and the respective rights and obligations of the Vendor and the Purchaser shall be governed by, the laws of the Province of Alberta and the federal laws of Canada applicable therein, and the Parties hereto irrevocably attorn to the jurisdiction and venue of the Alberta Courts.

32. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such determination shall not impair or affect the validity, legality or enforceability of the remaining provisions hereof, and each provision is hereby declared to be separate, severable and distinct.

33. This Agreement constitutes the entire agreement between the Vendor and the Purchaser with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether written or oral. There are no conditions, covenants, agreements, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof except as herein provided. This Agreement may only be amended or varied by further written agreement amongst the Parties hereto.

34. The Agreement may be executed in several counterparts bearing PDF, electronic, or facsimile signatures, each of which so executed shall be deemed to be an original, and such counterpart together shall constitute one and the same instrument.

Dated on this ____ day of November, 2026.

_____

PURCHASER'S SIGNATURE

TO BE EXECUTED BY HIGH BIDDER POST SALE ONLY

_____

PURCHASER'S SIGNATURE

Purchaser's Lawyer:

Firm: _____

Attention: _____

Address: _____

Phone: _____

Email: _____

ACCEPTANCE

The undersigned Vendor of the Property and rights to the Leased Land, hereby accepts the Offer and agrees to complete the sale on the terms and conditions in the Offer and should the Vendor fail to do so, the Purchaser at his/her/their option may cancel this Offer and may take such other remedies the Purchaser has at law.

Dated on this ____ day of November, 2026.

MALCOLM ALBERY

SHAIROLE HENCHALL

SIERRA ALBERY

Vendor's Lawyer:

Firm:	CLHLaw
Attention:	**M. Roy Carter, K.C.**
Address:	#200, 9803 – 101 Avenue, Grande Prairie, AB T8V 0X6
Phone:	1-780-532-8350
Email:	roy@clhlaw.ca

OFFER SCHEDULE "A1"

MERIDIAN 5 RANGE 24 TOWNSHIP 77
SECTION 23
QUARTER SOUTH EAST
EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME
AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS

OFFER SCHEDULE "A2"

GRAZING LEASE NO.:	GRL-35225
EFFECTIVE DATE:	May 1, 2023
EXPIRY DATE:	April 30, 2033
# OF ACRES:	637.93 Acres
# OF AUM:	113

GRAZING LEASE NO.:	GRL-40394
EFFECTIVE DATE:	October 10, 2023
EXPIRY DATE:	April 30, 2032
# OF ACRES:	662.1 Acres
# OF AUM:	124

GRAZING LEASE NO.:	GRL-920052
EFFECTIVE DATE:	May 1, 2022
EXPIRY DATE:	April 30, 2032
# OF ACRES:	3,458.10 Acres
# OF AUM:	359