# OFFER TO PURCHASE FOR PARCEL 2

BY AND BETWEEN:

**ALFARM ADVENTURES INC.**
(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 "A" (the "**Property**").

2. The Purchaser hereby offers to purchase the Property for the sum of the Closing Bid on the CLHbid.com sale taking place on July 7, 2027 being $_____ (the "**Purchase Price**") and payable as follows:

   $ _____ 20% Deposit paid to the Vendor's Lawyer further described in Section 3.

   $ _____ 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.

3. The Purchaser agrees to submit to the Vendor's Lawyer on or before 4:30 pm on July 8, 2027 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 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.

4. 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.

5. The Purchase Price, as adjusted, shall be paid in full on or before August 11, 2027 (the "**Closing Date**").

6. Possession of the Property will be made available as follows:

   (a) The Purchaser paying the closing funds on the Closing Date to the Vendor's Lawyer; and

   (b) The existing tenant harvesting and removing the 2027 crop until the end of the 2027 season. Should the existing tenant be unable to complete harvest and removal of crop in 2027 due to weather, they shall have the right to harvest and removal of the 2027 crop until February 28, 2028 (the "**Possession Date**").

7. The Purchaser agrees to assume all rights and obligations to the lease agreement dated October 1, 2023 (the "**Lease Agreement**"). The Purchaser further agrees that should the existing tenant complete harvest of the crop in the fall of 2027 however refuse to allow possession prior to March 1, 2028, the Purchaser shall have no recourse against the Vendor as the Purchaser agreed to assume the said Lease Agreement.

8. 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.

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

10. 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.

11. 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.

12. All normal adjustments for the Property including but not limited to surface leases (if any), 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 as of that time. The Purchaser acknowledges that the land rental payments (including but not limited to crop and cattle) will be excluded from the said adjustments.

13. 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.

14. The Property shall be free and clear of any financial encumbrances attributable to the Vendors. 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.

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

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

    (a) the Vendor has full corporate power and corporate authority to execute this Agreement and fully perform all of its obligations and covenants herein, including the covenant to convey the Property to the Purchaser herein; and

    (b) within the meaning of the Income Tax Act of Canada, the Vendor is not now, nor will be on the Closing Date, a non-resident of Canada nor an agent or a trustee for any person with an interest in the Property who is a non-resident of Canada.

17. 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.

18. 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.

19. 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.

20. 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.

21. This Offer shall be open for acceptance up to but not after 4:30 pm on July 9, 2027 and may be accepted by PDF email to the Purchaser.

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

23. 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.

24. 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.

25. 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.

26. 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.

27. 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 July, 2027.

_____

***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, 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 July, 2027.

**ALFARM ADVENTURES INC.**

Per: _____

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 "A"

MERIDIAN 4 RANGE 13 TOWNSHIP 47
SECTION 11
QUARTER NORTH EAST
CONTAINING 65.154 HECTARES (161 ACRES) MORE OR LESS

| EXCEPTING THEREOUT: | PLAN NUMBER | HECTARES | ACRES MORE OR LESS |
|---|---|---|---|
| ROAD | 8022470 | 0.797 | 1.97 |

EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME