OFFER TO PURCHASE FOR PARCEL 1

BY AND BETWEEN:

NELSON C FERRIS & ERLINDA C FERRIS
(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 sign required documents to transfer to the Purchaser and the Purchaser agrees to accept such documents for Grazing Lease No. GRL-970010 as more particularly described in the attached Schedule "A2" (the "**Leased Lands**").

3. The Purchaser hereby offers to purchase the Property and the rights to the Leased Lands for the sum of the Closing Bid on the CLHbid.com sale taking place on April 13, 2027 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:

$ 10,000.00	Farm Outbuildings
$ _____	Principal Residence and Yard *(45% of the balance of the Purchase Price)*
$ _____	Land *(55% of the balance of the Purchase Price)*
$ _____	PURCHASE PRICE

5. The Purchaser agrees to submit to the Vendor's Lawyer on or before 4:30 pm on April 14, 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 and the rights to the Leased Lands 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 May 18, 2027 (the "**Closing Date**") with no holdback pending the delay in Alberta Forestry and Parks registering the formal assignment.

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

   (a) the house, yard site and buildings will be made available on July 1, 2027 subject to the Vendor receiving the net sale proceeds from the Vendor's Lawyer on the Closing Date;

   (b) the Leased Lands will be subject to the Vendor receiving the net sale proceeds from the Vendor's Lawyer on the Closing Date and upon receipt of confirmation from Alberta Forestry and Parks with respect to the interim use; and

   (c) the hay land will be made available subject to the Vendor receiving the net sale proceeds from the Vendor's Lawyer on the Closing Date.

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

   All appliances (fridge, electric stove, clothes washer, clothes dryer, and one deep freeze), 3 security cameras, 15 foot bench in the shop with a vise and a bench grinder, tool shed, satellite TV dish, greenhouse, a cattle scale enclosed in its own building, Pearson squeeze chute, High-hog vet gate, working corrals, thirty-nine steel gates, two Ritchie automatic waterers, five granaries, and one x 110-volt electric fencer.

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. 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.

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

12. 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.

13. The Purchaser is aware of the eligibility requirements in order to have an Application for General Assignment of Disposition registered with respect to the Leased Lands.

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. All normal adjustments for the Property and Leased Lands including but not limited to surface leases (if any), taxes, rent, 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 Lands as of that time.

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

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 Property and Leased Lands 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.

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

20. 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 and Leased Lands 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 Lands.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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 Purchaser.

26. This Offer shall be open for acceptance up to but not after 4:30 pm on April 15, 2027 and may be accepted by PDF email to the Purchaser.

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

28. 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.

29. 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.

30. 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.

31. 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.

32. 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 April, 2027.

_____

PURCHASER

_____

PURCHASER

TO BE EXECUTED BY HIGH BIDDER POST SALE ONLY

Purchaser's Lawyer:

Firm: _____

Attention: _____

Address: _____

Phone: _____

Email: _____

ACCEPTANCE

The undersigned Vendor of the Property and the rights to the Leased Lands, 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 April, 2027.

NELSON C FERRIS

ERLINDA C FERRIS

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”

THE NORTH EAST QUARTER OF SECTION THIRTEEN (13)
TOWNSHIP EIGHTY THREE (83)
RANGE FIVE (5)
WEST OF THE SIXTH MERIDIAN
CONTAINING 65.2 HECTARES (161 ACRES), MORE OR LESS.
EXCEPTING THEREOUT :
(A) 0.813 HECTARES (2.01 ACRES), MORE OR LESS,
AS SHOWN ON ROAD PLAN 1247EU.
(B) 0.308 HECTARES (0.76) OF AN ACRE, MORE OR LESS,
SUBDIVIDED UNDER PLAN 7521041.
EXCEPTING THEREOUT ALL MINES AND MINERALS

OFFER SCHEDULE "A2"

GRAZING LEASE:

Disposition Number:	GRL-970010
Leased Land:	PT OF SE-13-83-5-W6TH
Total # of Leased Acres:	63.12
Effective Date:	April 1, 2017
Term:	10 Years
Expiry Date:	May 31, 2027
Animal Unit Month ("AUM"):	13