

**OFFER TO PURCHASE FOR PARCEL 1**

BY AND BETWEEN:

**KURIACON HOLDINGS LTD.**  
(the "Vendor")

AND

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**(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 auction taking place on August 12, 2026, being \$\_\_\_\_\_, as adjusted pursuant to the provisions of this Agreement (the "Purchase Price") and payable as follows:
  - \$ \_\_\_\_\_ 20% non-refundable Deposit paid to CLH Law as further described in Section 3.
  - \$ \_\_\_\_\_ 80% balance payable, subject to adjustments, Transaction Fee, Option Price and Option 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 on or before 4:30 pm (Mountain Daylight Time) on August 13, 2026 an executed copy of this Offer along with 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 (the "Deposit"). The Deposit, upon payment, shall be non-refundable and shall not be held by CLH Law pursuant to the terms of the *Real Estate Services Act* (BC). The Deposit shall be applied to the credit of the Vendor towards the payment of the Purchase Price on closing. If the Purchaser fails to complete the purchase, the Deposit shall be paid to the Vendor.

4. The Purchase Price does not include Goods and Services Tax ("**GST**"). The Purchaser agrees that, if and to the extent required under Part IX of the *Excise Tax Act* (Canada), the Purchaser will remit to the Vendor on the Closing Date any GST that may be payable in respect of the Purchaser's purchase of the Property, and the Vendor agrees that it will remit such funds or otherwise account for such funds to the Canada Revenue Agency according to its obligations under Part IX of the *Excise Tax Act* (Canada). If the Purchaser is registered for GST purposes and, on or before the Closing Date, the Purchaser provides the Vendor with a certificate as to the GST registered status of the Purchaser containing the Purchaser's GST registration number, proof of registration, and indemnity, the Purchaser will not be required to pay the GST to the Vendor but will be permitted to self-assess the GST and account for the same directly to Canada Revenue Agency, and in circumstances permitting it, the parties may also jointly agree to an Election Concerning the Acquisition of a Business or Part of a Business.
5. The Purchase Price shall be paid in full on or before September 16, 2026. (the "**Closing Date**").
6. Vacant possession of the Property will be subject to the Purchaser paying the closing funds to the Vendor's Lawyer and will be on an "as is" basis (the "**Possession Date**").
7. The chattels set out on Schedule "B" shall remain with and form part of the Property for the benefit of the Purchaser:

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.

8. The Vendor has agreed to offer to the Purchaser the option to purchase the farm equipment and the olive mill & malaxing equipment as set out in Schedule "C". Should the Purchaser wish to exercise either of the options, the option price plus GST (if applicable) will appear on the Statement of Adjustments. This option must be exercised on or before 4:30 p.m. (Mountain Daylight Time) on August 13, 2026 by way of email to [tyler@clhbid.com](mailto:tyler@clhbid.com).
9. The Purchaser agrees to pay to CLHbid a transaction fee on any option exercised (as set out in Schedule "C") equal to 1.25% of the option price plus GST (the "**Option Transaction Fee**"), in addition to the Purchase Price. The Option Transaction Fee will appear on the Statement of Adjustments.
10. Title to the Property shall be free and clear of all encumbrances except subsisting conditions, provisos, restrictions, exceptions and reservations, including royalties, contained in the original grant or contained in any other grant or disposition from the Crown, registered or pending restrictive covenants and rights-of-way in favour of utilities and public authorities, and all existing non-financial charges on title as of August 12, 2026.
11. Tender or payment of monies by the Purchaser to the Vendor will be by certified cheque, bank draft, wire transfer or lawyer's or notary's or real estate brokerage trust cheque.

12. The Purchaser shall bear all costs of the conveyance and, if applicable, any costs related to arranging a mortgage and the Vendor will bear all costs of clearing title. The Purchaser will pay all property transfer tax and any federal or provincial sales, goods and services, value added or other tax required to be paid by the Purchaser in connection with the purchase of the Property.
13. If the Purchaser is relying upon a new mortgage to finance the Purchase Price, the Purchaser, while still required to pay the Purchase Price on the Closing Date, may wait to pay the Purchase Price to the Vendor until after the transfer and new mortgage documents have been lodged for registration in the appropriate Land Title Office, but only if, before such lodging, the Purchaser has: (a) made available for tender to the Vendor that portion of the Purchase Price not secured by the new mortgage, and (b) fulfilled all the new mortgagee's conditions for funding except lodging the mortgage for registration, and (c) made available to the Vendor, a Lawyer's or Notary's undertaking to pay the Purchase Price upon the lodging of the transfer and new mortgage documents and the advance by the mortgagee of the mortgage proceeds pursuant to the Canadian Bar Association (BC Branch) (Real Property Section) standard undertakings (the "**CBA Standard Undertakings**").
14. If the Vendor has existing financial charges to be cleared from title, the Vendor, while still required to clear such charges, may wait to pay and discharge existing financial charges until immediately after receipt of the Purchase Price, but in this event, the Vendor agrees that payment of the Purchase Price shall be made by the Purchaser's Lawyer or Notary to the Vendor's Lawyer or Notary, on the CBA Standard Undertakings to payout and discharge the financial charges, and remit the balance, if any, to the Vendor.
15. All buildings on the Property and all other items included in the purchase and sale will be, and remain, at the risk of the Vendor until 12.01 a.m. Pacific Daylight Time on the Closing Date. After that time, the Property and all other items will be at the risk of the Purchaser.
16. All money owing to the Vendor shall be paid to the Vendor's lawyer on or before 12:00 noon Pacific Daylight Time on the Closing Date. Any monies received after 12:01 p.m. Pacific Daylight Time 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.
17. 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 British Columbia Land Titles registration timeline delays then the Purchaser shall obtain a title insurance policy to avoid delays at their expense.
18. All normal adjustments for the Property including but not limited to taxes, leases, rent, and interest shall be adjusted as at noon Pacific Daylight Time on the Closing Date, unless otherwise stated. The Purchaser shall assume all local improvements, assessments and charges against the Property as of that time.

19. The Purchaser has inspected the Property and agrees that the Vendor has 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.
20. 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.
21. 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.
22. 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, as applicable, 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.
23. This Offer shall be open for acceptance up to but not after 4:30 p.m. (Mountain Daylight Time) on August 14, 2026 and may be accepted by PDF email to the Purchaser.
24. Time shall be of the essence in this Offer.
25. This Offer is not assignable by the Purchaser to another party without the prior written consent of the Vendor which may be arbitrarily withheld.
26. 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.

- 27. The Agreement may be executed in several counterparts bearing PDF 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 August, 2026.

\_\_\_\_\_  
*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, 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 option may cancel this Offer and may take such other remedies the Purchaser has at law against the Vendor.

Dated on this \_\_\_\_ day of August, 2026.

**KURIACON HOLDINGS LTD.**

Per: \_\_\_\_\_

Vendor's Lawyer:

Firm: Kuhn LLP  
**Attention: Christopher Becker**  
Address: 100 - 32160 South Fraser Way  
Abbotsford, BC V2T 1W5  
Phone: 604-864-8877  
Email: cbecker@kuhnco.net

**SCHEDULE "A"**

**1901 FULFORD-GANGES RD SALT SPRING ISLAND (PID: 005-852-722)**

"LOT 1, SECTION 5, RANGE 2, SOUTH SALT SPRING ISLAND, COWICHAN DISTRICT,  
PLAN 6405, EXCEPT PART SHOWN OUTLINED IN RED ON PLAN 1018R"

## SCHEDULE "B"

### *RED HOUSE:*

Mini fridge

Stove/fan

Washing machine

Oak desk and chair

In storage shed various nets for covering plants pre-harvest grapes and/or cherries etc.

### *OFFICE:*

2 Rainbird irrigation controls

Short step ladder

One industrial fan

Weather station monitor

Five chargers for tools

One chop saw

Two 400 G propane tank tanks

One torch kit

Two drills and bits titanium

Gloves for DSES

First aid kit, eye wash

Fire extinguisher

Battery

Printer

Two laptops (computer/camera security system)

Weather station controller

Three modems

Shelf of manuals

Various office supplies, stapler, pen, paper, etc. bulletin boards

Four walkie-talkies

Two trimmers, battery chargers

Label maker, lightbulbs, batteries, cords (electrical, computer) etc.

### *GREENHOUSE:*

Eight large and three small raised beds irrigation system four small beige bins for large blue bins with lids, long platform, sink, hoses, sprinklers, small step ladder, large black storage tote

Power washer

Plumbing and electrical, spare parts, lots of fittings, etc.

Two-wheel barrels

Propane torch kit with tank

Shovels, rakes, wrenches, handheld garden tools, circular, tape, measure, Fort wire spools one apiary, 8 foot step ladder, black nets for over the planters, etc.

STIHL vest for carrying tools

Ear protection and masks

Miscellaneous items used in the overall running of the farm.

*MILL:*

Fridge and freezer

Ladders, 12 foot 8 foot and step

One pallet of olive oil bottles

Tanks extra-large, 500 L, 200 L50 L

Food Lab quality control tester

All packing material for shipping bottles, cardboard boxes, Styrofoam, black mesh

Bottling equipment (multi bottle, machine, single bottle, machines Three metal tables, bottle caps, heat sealer, tape, labels, corks etc )

Picking buckets with shoulders straps, 36

8 Green harvest bins, two big blue olive bins, four food grade, beige bins, multiple rakes for harvesting, long and short for Picking, black netting, plastic pallet, vacuum, extension cord, two shop vacs, large white water tanks, one red tank, brooms, mops, hoses, etc. small coloured buckets eight, big coloured buckets four, gloves, mass, cleaning supplies

Large toolbox, two wrench sets, five mallets, ropes, pulleys, etc.

One large pallet scale, one electronic scale, one manual scale

nitrogen oxide tank with carrier

3 1/2 ton lift

Equipment manuals

## SCHEDULE "C"

### THE OLIVE FARM

#### FARM EQUIPMENT OPTION *(to be sold as a package deal only)*

**OPTION BEING OFFERED TO THE HIGH BIDDER ON PARCEL 1 ONLY**

**\$ 275,000.00**

- 2008 Ford Super Duty F250 Farm Truck
- SubPump
- STIHL Brushcutter
- Hedge Trimmer
- STIHL Clearing Saw
- Clearing Saw
- Braber 7FT Rear Blade
- Farm King Landscape Rake
- 2022 Kioti Cab Tractor
- Band Spreader
- 2021 Giraffa Shredder
- Kubota Pendulum Spreader
- John Deere Gator
- CAT Generator
- KUHN Mowing Disc
- Kioti RX7320 with cab & industrial
- Kioti KL7320 loader & bucket
- Kioti KB2485 Backhoe
- Pallet Fork
- KC Clearing Saw
- KUHN Shredder
- Turbo Mister
- Weed Badger
- 16 Foot Cummings Excursion Trailer

**NOTE- THE OPTION PRICE DOES NOT INCLUDE GOODS AND SERVICES TAX ("GST"). THE OPTION PRICE WILL BE SUBJECT TO THE ADDITION OF GST WHICH SHALL BE PAID BY THE HIGH BIDDER TO THE VENDOR.**

**NOTE- IN THE EVENT THE HIGH BIDDER ELECTS TO EXERCISE THE OPTION, A TRANSACTION FEE OF 1.25% OF THE TOTAL OPTION PRICE PLUS GST WILL BE CHARGED. THE TOTAL OPTION PRICE, TRANSACTION FEE AND GST WILL BE APPEAR ON THE STATEMENT OF ADJUSTMENTS.**

This statement is based on information provided to us. The information is believed to be correct, but its accuracy cannot be guaranteed. Errors and/or omissions discovered prior and after auction shall be adjusted directly between the parties. E. & O.E.

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## THE OLIVE FARM

### OLIVE MILL & MALAXING EQUIPMENT OPTION

*(to be sold as a package deal only)*

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**OPTION BEING OFFERED TO THE HIGH BIDDER ON PARCEL 1 ONLY**

**\$150,000.00**

This option includes a complete olive processing system manufactured by Pionalisi North America Inc., a globally recognized Italian producer of olive oil extraction equipment. Designed for small to mid-scale commercial production, this integrated line provides efficient, continuous-flow processing from raw olive intake through to oil extraction.

The current owner purchased all components new and reports very limited use. The system has seen minimal production hours and remains in excellent overall condition, presenting a rare opportunity to acquire near-new European processing equipment without new-equipment lead times or pricing.

The system includes a stainless-steel olive washer, elevator ladder (feed conveyor), and mechanical malaxing unit, configured to operate as a cohesive processing line. The fruit goes from the washer up the ladder and through the hammer mill, then the process is malaxing for about an hour, followed by the centrifuge decanter-system, (modern extraction which combines efficiency, hygiene, and consistency and is better for commercial use) and then finishes in the separator. Built with industrial-grade components and food-grade materials, the system is well-suited for boutique olive farms, estate producers, or specialty processors seeking reliable European-engineered equipment.

In addition to the olive processing system, (4) picking nets from Greece are included.

#### *Malaxing Unit*

The Pionalisi malaxing equipment is engineered for efficient oil extraction. The malaxing equipment is designed to deliver strong extraction performance while preserving oil character and minimizing oxidation. Solid construction and precision components provide dependable throughput and long service life.





*Elevator Ladder (Feed Conveyor)*

The elevator ladder provides automated transfer of olives from the washer to the processing stage. Built with durable paddles and food-grade belting, it ensures consistent feed rates while minimizing handling damage. The inclined design optimizes space and allows for efficient line layout within compact facilities.

*Olive Washer*

The stainless-steel washer is designed to remove leaves, dust, and field debris prior to milling and pressing. Equipped with a water circulation system and integrated agitation, the unit ensures thorough cleaning while maintaining fruit integrity. Proper washing improves final oil clarity and overall quality.



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