



OFFER TO PURCHASE AND ACCEPTANCE

The undersigned submits this offer to purchase the following described real estate:

Please Print legibly

I agree to pay the purchase price of the properties listed below owned by Valley Pork, LLC. Any “All Sites Offer” must also provide a value for an “All Sites Minus Allocated Value of Site G-9*”:

Site	# Permitted Spaces	# Acres	Bid Price
A-1	2,400	4.0 A M/L	
B-2	2,400	3.82 A M/L	
C-3	2,400	4.82 A M/L	
D-5	2,490	3.07 A M/L	
E-6	2,490	3.42 A M/L	
F-8	2,499	3.22 A M/L	
G-9*	2,400	3.49 A M/L	
H-10	2,000	3.69 A M/L	
I-11	2,499	3.69 A M/L	
All Sites Offer			
All Sites Offer Minus Allocated Value of Site G-9			

*Seller has the right to exclude Site G-9 from the “All Sites” value and either reject all bids, negotiate with one bid, or accept the highest bid for Site G-9.

Buyer Represents:

1. This offer includes in the purchase price all buildings, fixtures, equipment, tools, appliances, generators, manure inventory (“Manure”), parts and supplies owned by Seller now located in or upon the premises that are integral to the operation of the hog facilities. This does not include tractors, loaders, or other rolling stock associated with the operation of the facilities. Propane will be inventoried day prior to close and Buyer to purchase this amount at closing based on the most recent cash price.

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2. If I am the purchaser, I will execute a Formal Purchase Agreement and will deposit five percent (5%) of the purchase price as earnest money on execution of the contract. This payment to be submitted to the Growthland trust account within 3 business days of offer acceptance.

3. Formal Purchase Agreement to include but not be limited to the following contingencies:
 4. The property will be conveyed by a Quit Claim Deed and Bankruptcy Court Order on Sale, which conveys title free and clear of all liens and encumbrances, exclusive of those rights which run with the land, easements and rights of way both visible and of record. Closing will be at an agreed time on or before _____.
 5. Having met the contingencies in the Formal Purchase Agreement, possession of the above-described premises shall be delivered to me upon close. I will take the property "AS IS WHERE IS" at that time.
 6. Sellers shall have the Abstract of Title extended and submit to Buyer. Buyer's attorney to develop title opinion, stating any objection and only objections stated shall be considered. Abstract shall show good and merchantable title subject to all easements and restrictions of record. Sellers agree to convey title by Quit Claim Deed.

7. If I have presented the accepted offer, title to the real estate will be taken in the following name(s):
_____.

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8. Seller options on a per site or all sites basis:
 - a. Accept one bid
 - b. Negotiate with one bid
 - c. Reject one or all bids
 - d. Ask bidders to proceed to a highest and final offer. If occurs:
 - i. Bidders will be notified of the highest bid on a per site basis, or sum of all the individual bids when compared to an "All Sites" or "All Sites Offer excluding Site G-9" bid.
 - ii. Bidders will be given a one-time opportunity to increase their bid
 - iii. If there is a bid for "All Sites" or "All Sites Offer excluding Site G-9", this bid will be compared to the sum of the individual bids on a highest and best and final basis.

THIS FORM MUST BE RECEIVED NO LATER THAN 9:00 A.M. CENTRAL TIME December 22, 2023 BY E-MAIL to info@growthland.com , MARKED "SEALED BID OFFER – VP FINISHERS".

_____ Buyer Printed Name	_____ Buyer Printed Name
_____ Street Address	_____ Street Address
_____ City, State, Zip	_____ City, State, Zip
_____ Phone	_____ Phone
_____ Email	_____ Email
_____ Signature	_____ Signature
_____ Date	_____ Date