

OFFER TO PURCHASE

BY AND BETWEEN:

MONETTE FARMS BC LTD.

Previously known as The Blue Goose Cattle Company Ltd.

(the "**Vendor**")

AND

(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. 345626 as more particularly described in the attached Schedule "A2" (the "**Leased Lands**") subject to the approval of the Province of British Columbia.
3. The Vendor further agrees to sign required documents to transfer to the Purchaser and the Purchaser agrees to accept such documents for Grazing Licence No. RAN076881 as more particularly described in the attached Schedule "A3" (the "**Licensed Lands**") subject to the approval of the Province of British Columbia.
4. The Purchaser hereby offers to purchase the Property and the rights to the Leased Lands and Licensed Lands for the sum of the Closing Bid on the CLHbid.com auction taking place on June 26, 2025 being \$ _____ (the "**Purchase Price**") and shall be payable as follows:

\$ _____ 20% non-refundable Deposit paid to Carter, Lock & Horrigan as further described in Section 3.

\$ _____ 80% balance payable, subject to adjustments and the Transaction Fee, (collectively, the "**Balance**") payable on or before the Closing Date (as hereinafter defined) to the Vendor's Lawyer pursuant to Section 5.

\$ _____ **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.

5. The Purchaser agrees to submit on or before 4:30 pm (Pacific Daylight Time) on June 27, 2025 an executed copy of this Offer along with a Bank Draft or Electronic Bank Deposit in the sum of 20% of the Purchase Price made payable to Carter, Lock & Horrigan (the "**Deposit**"). The Deposit, upon payment, shall be non-refundable and shall not be held by Carter, Lock & Horrigan 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.
6. 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.
7. The Purchase Price shall be paid in full on or before July 31, 2025 (the "**Closing Date**"). The Purchaser agrees that there will be no holdback pending any delay in transferring or obtaining the approval of the Province for transfer of the Leased Lands and Licenced Lands.
8. Possession of the Property, Leased Lands and Licenced Lands will be made available as follows:
 - a) The Property will be made available upon the Purchaser paying the Deposit;
 - b) The Purchaser will lease the Property from the Vendor until the Closing Date for \$1.00, and will sign a lease on or before the Closing Date in the form attached as Schedule "C"; and
 - c) The transfer of the Leased Lands and Licenced Lands will be subject to the Purchaser paying closing funds on the Closing Date to the Vendor's Lawyer and subject to approval from the Ministry. The Vendor shall execute any and all transfer documents required by the Province for transfer of the Leased Lands and Licenced Lands to the Purchaser whether required on or before, or after, the Closing Date.
(collectively, the "**Possession Date**").
9. The Vendor has agreed to offer the option to custom seed a cover crop under seeded to grass for an additional \$150.00 per acre with both seed and fertilizer paid for by the Purchaser. Should the Purchaser wish to exercise the option, the option price plus GST will appear on the Statement of Adjustments. This option must be exercised on or before 4:30 pm on June 27, 2025 by way of email to tyler@clhbid.com .
10. The Purchaser acknowledges that post-closing, they will need to apply to the Ministry of Forests to obtain a Crown Land tenure for the powerline that services the Property and which traverses Crown land near the West Pavilion Forest Service Road.

11. 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.
12. 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.
13. All documents required to give effect to this contract will be delivered by the Purchaser's lawyer to the Vendor's lawyer for execution by the Vendor in registerable form no less than five business days before the Closing Date and will be delivered by the Vendor's lawyer to the Purchaser's lawyer in such time as to enable the Purchaser's lawyer to lodge the transfer documents for the Property registration in the appropriate Land Title Office by 11:30 a.m. Pacific Daylight Time on the Closing Date.
14. The Vendor shall deliver or cause the Vendor's lawyer to deliver to the Purchaser on the Closing Date or on such other date as may be specified transfer documents for the water licence (as set out on Schedule "B") relating to the Property along with such other documents, if any, which the Purchaser's Lawyer may reasonably require to transfer the water licences from the Vendor to the Purchaser, subject to the approval of the Province of British Columbia.
15. 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.
16. 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**").
17. 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.
18. 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.

19. 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.
20. The Purchaser is aware of the eligibility requirements in order to have a transfer for the Leased Lands and Licenced Lands, accepted, including as to the Leased Lands, (for individuals) being a Canadian citizen or landed immigrant and being engaged in the operation of the farm or ranch including the grazing lease; and (for a corporation) having 2/3 of the voting shares of the corporation owned by Canadian citizens or permanent residents, 51% of the voting shares of the corporation owned by a person actively involved in the daily management of the farm or ranch, and filing a sworn statement stating that the principal business of the corporation is the operation of a farm or ranch in British Columbia for the purpose of producing agricultural products.
21. 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.
22. All normal adjustments for the Property, Leased Lands and Licenced Lands including but not limited to taxes, leases, rent, and interest shall be adjusted as at noon Pacific Daylight Time on the Closing Date.
23. The Purchaser agrees to pay a transaction fee to CLHbid 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.
24. The Purchaser acknowledges that the any costs or fees payable to the Province for the transfer of the Leased Lands and Licenced Lands shall be the sole responsibility of the Purchaser.
25. The Purchaser further acknowledges that the annual rental fee (for the Leased Land and Licenced Lands) and annual property taxes issued past the Closing Date will be paid by the Purchaser.
26. The Purchaser has inspected the Property and agrees that the Vendor has not made any representation, warranty, collateral agreement or condition regarding the Property, Leased Lands and Licenced Lands or any adjacent land or lands in close proximity to the Property, Leased Lands and Licenced Lands or otherwise which may in any way directly or indirectly affect the Property, Leased Lands and Licenced Lands regarding this Offer other than what is written herein.
27. 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 and the rights to the Leased Lands and Licenced Lands 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, Leased Lands and Licenced Lands who is a non-resident of Canada.
28. 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.
29. 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.
30. This Offer shall be open for acceptance up to but not after 4:30 p.m. Pacific Daylight Time on June 30, 2025 and may be accepted by PDF email to the Purchaser.
31. Time shall be of the essence in this Offer.
32. This Offer is not assignable by the Purchaser to another party without the prior written consent of the Vendor which may be arbitrarily withheld.
33. 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.
34. 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 June, 2025.

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 rights to the Leased Lands and Licenced 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 option may cancel this Offer and may take such other remedies the Purchaser has at law.

Dated on this ____ day of June, 2025.

MONETTE FARMS BC LTD.
*Previously known as The Blue
Goose Cattle Company Ltd.*

Per: _____

Vendor's Lawyer:

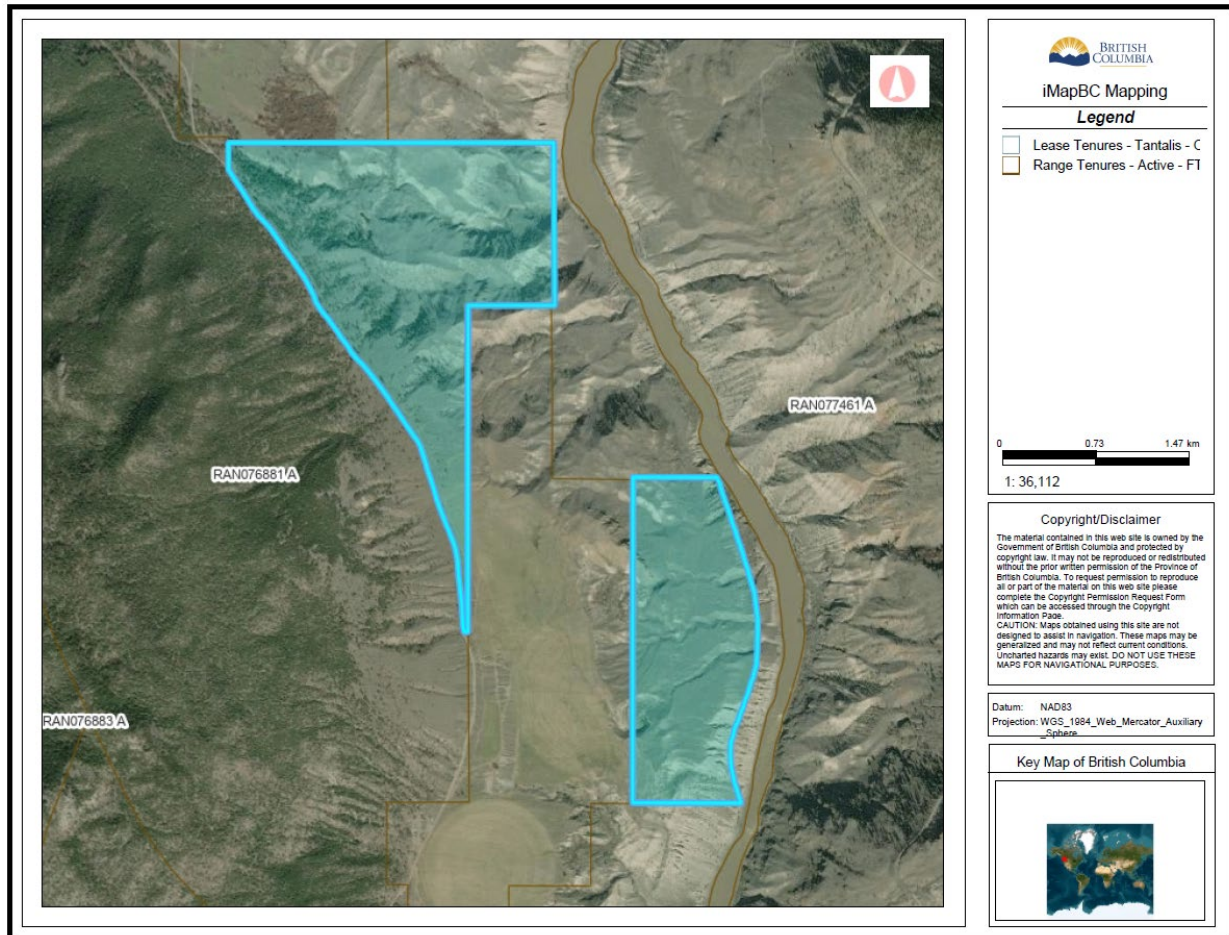
Firm: Lawson Lundell LLP
Attention: Mark Johnson
Address: Suite 1800 Landmark 6
1631 Dickson Avenue
Kelowna, British Columbia, V1Y 0B5
Phone: (250) 869-3857
Email: mark.johnson@lawsonlundell.com

OFFER SCHEDULE "A1"

Parcel Identifier:	013-211-366
Legal Description:	DISTRICT LOT 296 LILLOOET DISTRICT
Parcel Identifier:	013-211-374
Legal Description:	DISTRICT LOT 297 LILLOOET DISTRICT
Parcel Identifier:	013-211-391
Legal Description:	DISTRICT LOT 298 LILLOOET DISTRICT
Parcel Identifier:	013-211-404
Legal Description:	DISTRICT LOT 299 LILLOOET DISTRICT
Parcel Identifier:	013-198-271
Legal Description:	DISTRICT LOT 2973 LILLOOET DISTRICT
Parcel Identifier:	013-198-858
Legal Description:	DISTRICT LOT 2981 LILLOOET DISTRICT
Parcel Identifier:	013-198-882
Legal Description:	DISTRICT LOT 2982 LILLOOET DISTRICT
Parcel Identifier:	013-198-904
Legal Description:	DISTRICT LOT 2984 LILLOOET DISTRICT
Parcel Identifier:	013-391-437
Legal Description:	DISTRICT LOT 4687 LILLOOET DISTRICT
Parcel Identifier:	013-391-445
Legal Description:	DISTRICT LOT 4689 LILLOOET DISTRICT
Parcel Identifier:	013-392-867
Legal Description:	DISTRICT LOT 4946 LILLOOET DISTRICT

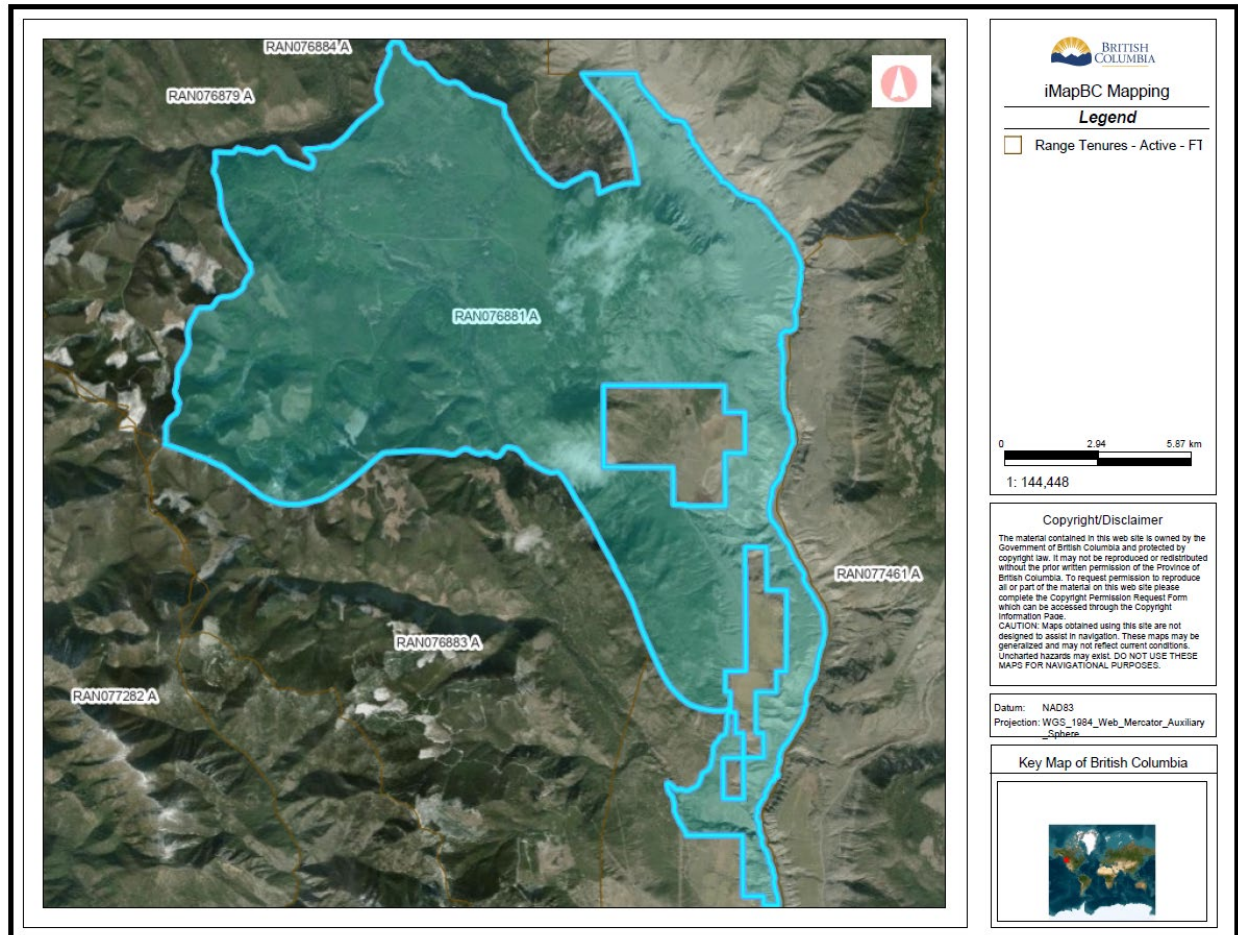
OFFER SCHEDULE "A2"

Grazing Lease No. 345626



OFFER SCHEDULE "A3"

Grazing Licence No. RAN076881



OFFER SCHEDULE "B"
WATER LICENCES

LICENCE NUMBER	LICENCE TYPE	PRIORITY DATE	STATUS CHANGED DATE	POD USES	WATERSHED	APPURTENANCY	SOURCE NAME	PRECINCT	PARCEL IDENTIFIER (PID)
C015513	Surface water	1-May-42	26-Jul-91	PD48045 03B - Irrigation: Private @ 462555 m3/year Flag: M Rediversion: N, PD48046 03B - Irrigation: Private @ 462555 m3/year Flag: M Rediversion: N	BBAR - Upper Fraser River	125 AC OF L 299 & 2981 LILLOOET DIST	SO8515 - McKay Creek	02JAshcroft / Pavilion	013211404 & 13198858
C015514	Surface water	1-May-42	26-Jul-91	PD48045 03B - Irrigation: Private @ 185022 m3/year Flag: M Rediversion: N, PD48046 03B - Irrigation: Private @ 185022 m3/year Flag: M Rediversion: N	BBAR - Upper Fraser River	30 AC OF L 2982 LILLOOET DIST	SO8515 - McKay Creek	02JAshcroft / Pavilion	13198882
C027281	Surface water	1-Jun-61	26-Jul-91	PD48047 01A - Domestic @ 4.54609 m3/day Flag: T Rediversion: N, PD48047 03B - Irrigation: Private @ 55506.6 m3/year Flag: T Rediversion: N	BBAR - Upper Fraser River	15 AC OF L 4946 LILLOOET DIST	SO8515 - McKay Creek	02JAshcroft / Pavilion	13392867
C028112	Surface water	8-Dec-69	26-Jul-91	PD47993 03B - Irrigation: Private @ 170220.24 m3/year Flag: T Rediversion: N	BBAR - Upper Fraser River	46 AC OF L 297 LILLOOET DIST	SO8485 - Slok creek	02JAshcroft / Pavilion	13211374
C028932	Surface water	10-Apr-63	26-Jul-91	PD48052 01A - Domestic @ 4.54609 m3/day Flag: T Rediversion: N	BBAR - Upper Fraser River	L 299 LILLOOET DIST	SO8520 - Johnston Spring	02JAshcroft / Pavilion	13211404

C028935	Surface water	11-May-63	26-Jul-91	PD48045 08A - Stream Storage: Non-Power @ 98678.4 m3/year Flag: T Rediversion: N	BBAR - Upper Fraser River	STOR FOR C 15513 & 15514 MCKAY CR	SO8515 - McKay Creek	02JAshcroft / Pavilion	013198882, 013211404 & 13198858
C028936	Surface water	1-Apr-63	26-Jul-91	PD48049 03B - Irrigation: Private @ 647577 m3/year Flag: T Rediversion: N	BBAR - Upper Fraser River	175 AC OF L 296, 2975, 2976, 4687 & 4689 LILLOOET DIST	SO8515 - McKay Creek	02JAshcroft / Pavilion	013211366, 013391437 & 13391445
C031896	Surface water	10-Jun-65	26-Jul-91	PD48059 03B - Irrigation: Private @ 111013.2 m3/year Flag: T Rediversion: N	BBAR - Upper Fraser River	30 AC OF L 2981 LILLOOET DIST	SO8526 - Farrar Creek	02JAshcroft / Pavilion	13198858
C036435	Surface water	8-Dec-69	26-Jul-91	PD47993 03B - Irrigation: Private @ 296035.2 m3/year Flag: T Rediversion: N	BBAR - Upper Fraser River	80 AC OF L 296 LILLOOET DIST	SO8485 - Slok creek	02JAshcroft / Pavilion	13211366
C036436	Surface water	8-Dec-69	26-Jul-91	PD47993 03B - Irrigation: Private @ 240528.6 m3/year Flag: T Rediversion: N	BBAR - Upper Fraser River	65 AC OF L 297, 298 & 2984 LILLOOET DIST	SO8485 - Slok creek	02JAshcroft / Pavilion	013211374, 013211391 & 13198904
C109589	Surface water	14-Dec-22	22-Jan-96	PD47993 03B - Irrigation: Private @ 86343.6 m3/year Flag: T Rediversion: N	BBAR - Upper Fraser River	23.33 ACS OF DL 298 AND DL 2984 LILLOOET DISTRICT	SO8485 - Slok creek	02JAshcroft / Pavilion	013211391 & 13198904



LAND LEASE AGREEMENT

THIS AGREEMENT MADE BETWEEN

MONETTE FARMS LTD.

Box 1298 Swift Current, SK S9H 3X4

(the “**Landlord**”)

AND

(hereinafter referred to as the “**Tenant**”)

The Tenant and the Landlord (collectively, the “Parties”) agree that, in consideration of the rents, covenants, promises and agreements contained in this agreement (the “**Lease**”) on the part of the Tenant to be paid, observed and performed, the Landlord does hereby lease to the Tenant the Leased Land on the following terms and conditions:

1. **LAND DESCRIPTION.** The Leased Land is the real property located near Lillooet, BC, and described as the Property (the “**Leased Land**”) in the Offer to Purchase entered into between the Parties on June _____, 2025 (the “**OTP**”).
2. **TERM.** This Lease shall continue in force on the Leased Land beginning on June ____, 2025 and remaining in effect until the Closing Date, as such term is defined in the OTP. If the Tenant should fail to complete the purchase of the Property on the Closing Date, this Lease will immediately terminate and the Tenant will immediately vacate the Property.
3. **RENTAL.** The Tenant will pay an annual rental rate (the “**Rent**”) of \$1.00.
4. **APPLICABLE LAW.** The contents of this Lease shall for all purposes be construed according to the laws of the Province of British Columbia.
5. **TERMS.** The terms “**LANDLORD**” and “**TENANT**” shall include their heirs, executors, administrators, successors and assigns in the singular or plural member and feminine, masculine or neuter gender when the context or the parties so require and all the covenants shall be construed as being joint and several.
6. **USE OF THE LAND.** The Tenant will use the Leased Land for growing crops or forages and/or the pasturing of livestock.
7. **IMPROVEMENTS.** The Tenant may make any reasonable improvements to the Leased Land that will enable the Tenant to more efficiently and effectively conduct commercial



farming operations. If the Term ends due to the Tenant not completing the purchase as contemplated by the OTP, then the improvements shall, at the end of the Term, remain with the Property and become the property of the Landlord.

8. **INSURANCE.** Insurance on all buildings or permanent equipment on the Leased Land shall be the responsibility of the Landlord, and the Landlord will pass the pro-rated value of such insurance along to be reimbursed by the Tenant.
9. **IRRIGATION/NATURAL GAS.** The Tenant agrees to pay the irrigation natural gas costs and water license costs during the operational periods of the rental term, and such costs shall be reimbursed to the Landlord by the Tenant.
10. **INDEMNITY.** The Tenant agrees to indemnify and hold harmless the Landlord, its heirs, executors, administrators, successors, and assigns, from and against any and all claims, liabilities, damages, costs, and expenses, including reasonable legal fees, arising out of or related to any actions or inactions of the Tenant, its agents, employees, or invitees, in connection with the Tenant's use and occupation of the Leased Land. This indemnification includes, but is not limited to, claims related to personal injury, property damage, environmental contamination, or regulatory actions. The Tenant's obligation to indemnify shall survive the termination or expiration of this Lease.
11. **WAIVER OF CLAIMS.** The Tenant waives all claims against the Landlord, including its heirs and successors, arising from the Tenant's use of the Leased Land. This includes claims for property damage, personal injury, or environmental issues. This waiver is a key condition of the Lease.
12. **REPAIRS.** If the Tenant fails to complete the purchase on the Closing Date per the OTP, the Tenant must repair any damage to the Property, including buildings or infrastructure, incurred during the Lease. The Tenant shall restore the Property to its original condition, excluding reasonable wear and tear, within 30 days of Lease termination. If not, the Landlord may make repairs at the Tenant's expense.
13. **QUIET POSSESSION.** If the Tenant fulfills the terms and conditions of this agreement, it shall and may peaceably possess and enjoy the Leased Land for the said term, without any interruption or disturbance from the Landlord or any representative of the Landlord.
14. **NOTICES.** Notices given by one party to the other under the terms of this lease agreement shall be sent by regular mail to the postal addresses set forth below, and a copy shall be sent via email to the email addresses set forth below:

LANDLORD:

Monette Farms Ltd.
Box 1298
Swift Current, SK S9H 3X4
Email: darrel@monettefarms.ca

TENANT:



IN WITNESS WHEREOF the Landlord and Tenant have indicated their acceptance of the terms of this Agreement by their signature(s) below.

MONETTE FARMS LTD.

Per: _____

Date: _____

[TENANT]

Per: _____

Date: _____