

OFFER TO PURCHASE

BY AND BETWEEN:

**ROBERT BRENT LAMOUREUX &
KELLY KINGSFORD LAMOUREUX**
(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**"). The Property will include any mineral rights owned by the Vendor.
2. 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. RAN076779 as more particularly described in the attached Schedule "A2" (the "**Licenced Lands**") subject to the approval of the Province of British Columbia.
3. The Purchaser hereby offers to purchase the Property and the rights to the Licenced Lands for the sum of the Closing Bid on the CLHbid.com auction taking place on May 12, 2026 being \$_____ (the "**Purchase Price**") and shall be payable as follows:
 - \$ _____ 20% non-refundable Deposit paid to Carter, Lock & Horrigan as further described in Section 4.
 - \$ _____ 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.
4. The Purchaser agrees to submit on or before 4:30 pm (Pacific Daylight Time) on May 13, 2026 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.

5. 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.

6. The Purchase Price shall be paid in full on or before June 16, 2026 (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 Licenced Lands.

7. Possession of the Property and Licenced Lands will be made available as follows:
 - a) The house and yard site and will be made available upon the Purchaser paying the closing funds on the Closing Date to the Vendor's Lawyer;
 - b) The balance of the Property, less the land set out in Paragraph 8, will be made available to the Purchaser by way of a licence from the Vendor to the Purchaser over this balance of the Property, for use for Purchaser's livestock grazing and access for management of Purchaser's livestock, upon:
 - i. receipt by the Vendor or its agent of the Deposit;
 - ii. proof of Purchaser's all risk property and liability insurance, WCB coverage and ICBC coverage relating to Purchaser's employees, contractors, assets on the balance of the Property; and
 - iii. an indemnity from the Purchaser in favour of the Vendor relating to the pre-Closing use of the Property
 which documents shall be prepared and provided by the Vendor's solicitor and which licence will terminate on the Closing Date;
 - c) The Purchaser shall pay to the Vendor the sum of \$1 per AUM per day of use occurring prior to Closing, with a cow-calf pair being equal to 1.2 AUMs, and shall limit the Purchaser's livestock grazing on the Property pre-Closing to 250 cow-calf pairs, and
 - d) The 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 Licenced Lands to the Purchaser whether required on or before, or after, the Closing Date.

(collectively, the "**Possession Date**").

8. The Vendor will be entitled to access and use approximately 50 Acres (that is SW of the main yard/ going towards Separation Lake (the first fence) – see attached description/sketch) until August 15, 2026 and to keep livestock and dogs on the Property with full access to them and infrastructure required to maintain and manage them, without impediment. Vendor will also have access to the corrals for management of livestock during this time.

9. 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.
10. The chattels listed on Schedule "C" shall form part of the Property and shall remain with 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.
11. The Vendor has agreed to offer to the Purchaser the option to purchase the ranch equipment and livestock as set out in Schedule "D". Should the Purchaser wish to exercise any 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. Pacific Daylight Time on May 13, 2026 by way of email to tyler@clhbid.com.
12. 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.
13. 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.
14. 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.
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 Licenced Lands, accepted.
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 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 Licenced Lands shall be the sole responsibility of the Purchaser.
25. The Purchaser further acknowledges that the annual rental fee (for the Licenced Lands) 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 and Licenced Lands or any adjacent land or lands in close proximity to the Property and Licenced Lands or otherwise which may in any way directly or indirectly affect the Property and Licenced Lands regarding this Offer other than what is written herein.
27. The Vendor represents and warrants to the Purchaser that:
 - (a) they are not now (nor will be within 60 days after the Possession 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 Licenced Lands who is (or will be 60 days after the Possession 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 Licenced Lands.
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 May 14, 2026 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 May, 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 and rights to the 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 May, 2026.

ROBERT BRENT LAMOUREUX

KELLY KINGSFORD LAMOUREUX

Vendor's Lawyer:

Firm: Mary MacGregor Law Corporation

Attention: Mary MacGregor, K.C.

Address: 975 Victoria Street
Kamloops, BC, V2C 2C1

Phone: (250) 828-0282

Email: mary.macgregor@mmlc.ca

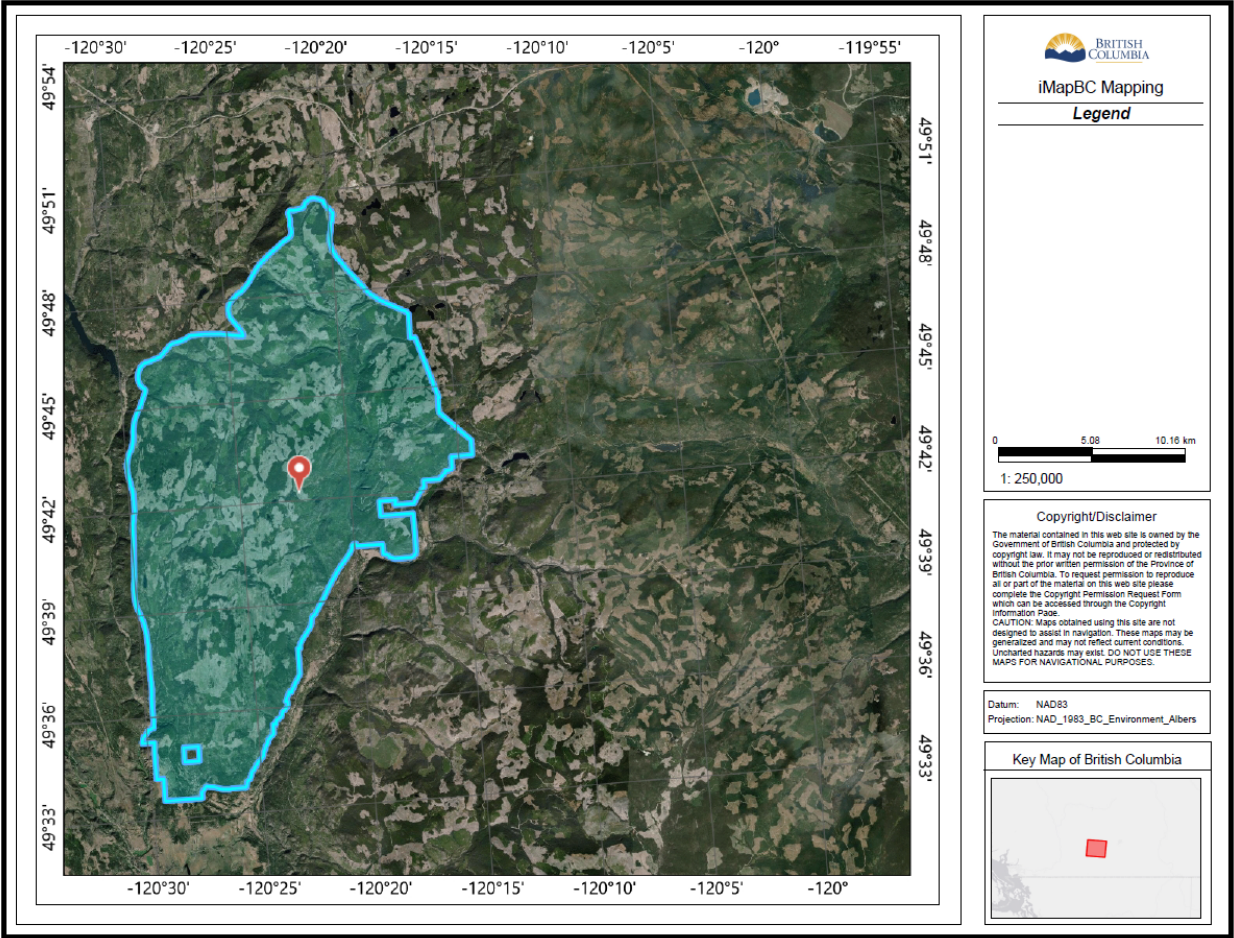
OFFER SCHEDULE "A1"

Parcel Identifier: 011-616-385

Legal Description: DISTRICT LOT 42 KAMLOOPS (FORMERLY YALE) DIVISION YALE DISTRICT
EXCEPT: (1) PARCEL A (PLAN A142) (2) PLANS 21790, H17663, KAP81635 AND
KAP91523

OFFER SCHEDULE "A2"

Grazing Licence No. RAN076779



OFFER SCHEDULE "B"
WATER LICENCES

| LICENCE NUMBER | LICENCE TYPE | PRIORITY DATE | STATUS CHANGED DATE | PURPOSE USE | QUANTITY | UNITS | QUANTITY FLAG | WATERSHED | SOURCE NAME |
|----------------|---------------|---------------|---------------------|-----------------------------------|-----------|---------|---------------|----------------------|--------------------------|
| 501160 | Groundwater | 2019-02-19 | 6/3/2019 | Livestock & Animal | 4105 | m3/year | T | SIML - Summers Creek | Princeton Unconsolidated |
| 501161 | Groundwater | 2018-09-04 | 6/25/2019 | Livestock & Animal | 4105 | m3/year | T | SIML - Summers Creek | 1024 |
| 502047 | Groundwater | 2006-08-31 | 3/31/2020 | Livestock & Animal | 1130 | m3/year | T | SIML - Summers Creek | 1024 |
| C118579 | Surface water | 1944-09-25 | 7/14/2004 | Irrigation: Private | 116563.86 | m3/year | M | SIML - Summers Creek | Gladys Lakes |
| C118579 | Surface water | 1944-09-25 | 7/14/2004 | Irrigation: Private | 116563.86 | m3/year | M | SIML - Summers Creek | Separation Lakes (Upper) |
| C118579 | Surface water | 1944-09-25 | 7/14/2004 | Irrigation: Private | 116563.86 | m3/year | M | SIML - Summers Creek | Gould Lake |
| C118579 | Surface water | 1944-09-25 | 7/14/2004 | Livestock & Animal: Stockwatering | 4.54609 | m3/day | M | SIML - Summers Creek | Deer Valley Creek |
| C118579 | Surface water | 1944-09-25 | 7/14/2004 | Livestock & Animal: Stockwatering | 4.54609 | m3/day | M | SIML - Summers Creek | Gladys Lakes |
| C118579 | Surface water | 1944-09-25 | 7/14/2004 | Irrigation: Private | 116563.86 | m3/year | M | SIML - Summers Creek | Gladys Lakes |
| C118579 | Surface water | 1944-09-25 | 7/14/2004 | Irrigation: Private | 116563.86 | m3/year | M | SIML - Summers Creek | Gladys Lakes |
| C118579 | Surface water | 1944-09-25 | 7/14/2004 | Irrigation: Private | 116563.86 | m3/year | M | SIML - Summers Creek | Deer Valley Creek |
| C118579 | Surface water | 1944-09-25 | 7/14/2004 | Livestock & Animal: Stockwatering | 4.54609 | m3/day | M | SIML - Summers Creek | Gladys Lakes |
| C118579 | Surface water | 1944-09-25 | 7/14/2004 | Stream Storage: Non-Power | 116563.86 | m3/year | M | SIML - Summers Creek | Gould Lake |
| C118579 | Surface water | 1944-09-25 | 7/14/2004 | Stream Storage: Non-Power | 116563.86 | m3/year | M | SIML - Summers Creek | Separation Lakes (Upper) |

| | | | | | | | | | |
|---------|---------------|------------|-----------|-----------------------------------|-----------|---------|---|----------------------|--------------------------|
| C118579 | Surface water | 1944-09-25 | 7/14/2004 | Livestock & Animal: Stockwatering | 4.54609 | m3/day | M | SIML - Summers Creek | Gladys Lakes |
| C118579 | Surface water | 1944-09-25 | 7/14/2004 | Livestock & Animal: Stockwatering | 4.54609 | m3/day | M | SIML - Summers Creek | Separation Lakes (Upper) |
| C118579 | Surface water | 1944-09-25 | 7/14/2004 | Livestock & Animal: Stockwatering | 4.54609 | m3/day | M | SIML - Summers Creek | Gould Lake |
| C118579 | Surface water | 1944-09-25 | 7/14/2004 | Stream Storage: Non-Power | 116563.86 | m3/year | M | SIML - Summers Creek | Deer Valley Creek |
| C118579 | Surface water | 1944-09-25 | 7/14/2004 | Stream Storage: Non-Power | 116563.86 | m3/year | M | SIML - Summers Creek | Gladys Lakes |
| C118579 | Surface water | 1944-09-25 | 7/14/2004 | Stream Storage: Non-Power | 116563.86 | m3/year | M | SIML - Summers Creek | Gladys Lakes |
| C118579 | Surface water | 1944-09-25 | 7/14/2004 | Stream Storage: Non-Power | 116563.86 | m3/year | M | SIML - Summers Creek | Gladys Lakes |
| C129860 | Surface water | 1955-01-04 | 4/17/2013 | Irrigation: Private | 123300 | m3/year | T | SIML - Summers Creek | Allison Creek |
| C129861 | Surface water | 1959-02-18 | 4/17/2013 | Irrigation: Private | 30840 | m3/year | M | SIML - Siwash Creek | Trehearne Lakes |
| C129861 | Surface water | 1959-02-18 | 4/17/2013 | Irrigation: Private | 30840 | m3/year | M | SIML - Siwash Creek | Trehearne Lakes |

OFFER SCHEDULE "C"
THE CHATTELS

The following chattels will form part of the Property:

- livestock system (Head gate, squeeze and calf tipping table)
- (2) large black poly tanks for livestock water system, all the support poly waterlines to tanks and water sources along with a 2-inch Honda water pump
- all window coverings in the home
- washer, dryer, fridge, and wood stove
- all mounted swing gates in the corral system
- electric and hot iron branding irons
- big dutchman 4-leg hopper 5-ton feed bin
- older 4-leg hopper feed bin
- (2) Gallagher Mains Energizer
- metal livestock water troughs
- Mack t/a flatbed truck for parts

The following chattels **will not** be included in the Property and will be removed from the Property in accordance with the Possession Date:

- AGA Ranger Cooker Stove
- (2) concrete sinks from Australia (will be removed from the home and replaced)
- (3) freestanding wood cabinets in the kitchen
- all horse tack (including saddles and horse hay feeders with hay nets)
- hay tarps with anchors
- pizza oven
- lawn mowers
- portable solar electric fence energizers
- rubber belting
- Aussie slabs
- drill stem-pipe and sucker rod
- all assorted steel, grating, I-beams, roller door metal track, square steel tubing, flat steel, page wire, (2) new rolls of smooth fence wire, metal fence posts, and all shop tools.
- metal bench
- portable Miller welder on a trailer
- Honda generator
- wood sheep panels
- racked up lumber (stored outside)
- (25) 2W stored gates
- (20) grey portable steel horse panels
- Solar pump system
- Spools and chains
- sea cans
- light weight chain link dog run

SCHEDULE "D"

THE JURA RANCH OPTION TO THE HIGH BIDDER

(to be sold as a package deal only):

- John Deere 5125R MFD Tractor **\$254,500.00**
 - C/W: Cab, 540R LDR, bucket, grapple, 4-prong bale spear, 3-prong bale spear, 3PT bale unroller, pallet forks, HLA 3000 hyd snow blade, 580/70 R 24 FRT @ 60%, 480/70 R 34 Rear @ 60%, 3PT hitch, (3) hyd outlets, 540 PTO, left-hand reverser
 - Approximately 4,300 hours will be showing by the spring (everyday chore tractor) and is in good condition
 - s/n 1LV5125RJHH400105
- Hustler X500 Round & Square Bale Processor
 - C/W: trailed, chainless, self-load
- John Deere 2150 TWD Tractor
 - C/W: 3PT hitch, hydraulic outlet, 540 PTO
- Cargo Mate Enclosed Trailer
 - C/W: s/a, insulated and is in very good condition
- Rainbow 18ft car hauler flat deck trailer
 - C/W: 7000lb t/a, loading ramps
- (90) 24ft free-standing panels
- Assorted irrigation pipe
- Horst 4-wheel wagon (hauls 20 big square bales). In very good condition
- Kello-Bilt 225 10ft offset Disc
 - C/W: serrated blades, scrapers.
 - s/n: Ke091632R
- John Deere 3pt ripper
- Hustler Mega soft hands bale hugger. Global loader mounts
- Maverick 20ft steel t/a Stock Trailer
 - C/W: 1 divider, rear sliding gate, side door. In good condition
 - s/n: 4JUGL2824JN051845

Continued...

- (15) rolls of barbed wire
- A large assortment of lumber (stored in the shop)
- (3) 16ft HD rectangular bale feeders, (2) tombstone round bale feeder, (3) Hurricane round bale feeders
- Homemade extend lift to fit JD 540 LDR
- Feed bunks,
- (200) 5/6 10ft treated fence posts
- (750) 4/5 7ft sharpened treated fence posts
- (200) 12ft treated rails, telephone poles
- (2) salt/mineral lick stations
- (6) white waters tanks
- (1) snowmobile
- (2) ranch quads, quad wagon & set of 4 rubber tracks

NOTE- THE OPTION PRICE DOES NOT INCLUDE GOODS AND SERVICES TAX ("GST"). THE OPTION PRICE WILL BE SUBJECT TO THE ADDITION OF GST, IF APPLICABLE, WHICH SHALL BE PAID BY THE HIGH BIDDER TO THE VENDOR AND WILL APPEAR ON THE STATEMENT OF ADJUSTMENTS.

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.

AREA DESCRIBED IN PARAGRAPH 8:

