

OFFER TO PURCHASE FOR PARCEL 5

BY AND BETWEEN:

SKYLINE FARMS LTD.

(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 lands legally described in the attached Schedule "A" (the "**Property**").
2. The Purchaser hereby offers to purchase the Property, free and clear of all liens, charges, encumbrances and claims whatsoever, save and except any 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, easements, registered or pending restrictive covenants and rights-of-way in favour of utilities and public authorities, existing tenancies set out below (if any), including in particular those non-financial encumbrances set forth on the title search for the Property attached as Schedule "B" hereto (the "**Permitted Encumbrances**"), for the sum of the Closing Bid on the CLHbid.com auction taking place on October 6, 2025, being \$_____, as adjusted pursuant to the provisions of this Agreement (the "**Purchase Price**") and payable as follows:
 - \$ _____ 20% non-refundable Deposit paid to Carter, Lock & Horrigan as further described in Section 3.
 - \$ _____ 80% balance, 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.
3. The Purchaser agrees to submit to Carter, Lock & Horrigan on or before 4:30 pm Pacific Daylight Time on October 7, 2025 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 Carter, Lock & Horrigan 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 for any reason, the Deposit shall be forfeited to the Vendor on account of damages, and Carter, Lock & Horrigan 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.

4. The Purchaser will pay all transfer taxes (including Property Transfer Tax, Provincial Sales Tax and GST), costs and expenses incurred in connection with the completion of the purchase and sale of the Property other than the costs of the Vendor incurred in clearing title to the Property of financial encumbrances. For certainty, 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 certificate or indemnity satisfactory to the Vendor's Lawyer, 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.
5. The Purchaser will pay, or will cause the Purchaser's lawyer to pay, the Balance by way of certified cheque, bank draft or solicitor's/notary's trust cheque to the Vendor's Lawyer not later than 4:00 pm Pacific Daylight Time on November 14, 2025 (the "**Closing Date**").
6. Possession of the Property will be subject to the Purchaser paying the Deposit and will be on an "as is" basis.

If the Purchaser takes possession of any part of the Property prior to Closing Date, the Purchaser shall be responsible for any damage to any part of the Property which occurs after taking possession of it and shall indemnify and save harmless the Vendor from any loss, damages or claims suffered by the Vendor which are caused by the Vendor or any of the Vendor's employees, contractors, agents, licences, directors, or officers.

7. All normal adjustments for the Property including but not limited to surface leases (if any), taxes, municipal utility charges, and interest shall be adjusted as at noon on the Closing Date. The Purchaser acknowledges that the land rental payments (including but not limited to crop and cattle) and the payment made to the Vendor by Northriver Midstream NEBC Connector LP (with respect to the payment made Upon Execution of the Documents as per the Compensation Package Schedule to Landowner) will be excluded from the said adjustments.
8. The Purchaser agrees to assume the Temporary Workspace Permit, dated October 13, 2023, and the Agreement re: NEBC Connector Project- NRCP-0345 agreed and accepted on October 13, 2023, with Northriver Midstream NEBC Connector GP Inc. in its capacity as general partner of

Northriver Midstream NEBC Connector LP (“Northriver Midstream”). Northriver Midstream has advised that “the payment will be made to the landowner owning the Property at the time of construction, [and in accordance with the Compensation Package Payment Schedule to Landowner].” Northriver Midstream has also advised that construction is slated to begin in late fall 2025. Should the Vendor receive the Pre Construction Payment, same will be assigned to the Purchaser and credited on the Statement of Adjustments.

9. 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.
10. At least one (1) business day prior to the Closing Date, the Vendor will execute and deliver or cause to be executed and delivered to the Purchaser’s lawyer/notary all of the following:
 - (a) A Form A – Freehold Transfer for the Property (the “**Transfer**”);
 - (b) A Statement of Adjustments; and
 - (c) A Statutory Declaration as to residency of the Vendor within the meaning of the *Income Tax Act* (Canada).

The above documents will be prepared by the Purchaser’s lawyer/notary and provided to the Vendor’s Lawyer not less than five (5) business days prior to the Closing Date.

11. Each of the parties hereto covenant and agree to use the following closing procedures:
 - (a) If the Vendor’s title to the Property is subject to any liens, charges, encumbrances or other claims whatsoever, save and except only the Permitted Encumbrances, the Vendor, while still required to clear such liens, charges, encumbrances and other claims, may wait to pay and discharge same until immediately after receipt of the Purchase Price, in which event the Purchase Price may be paid to the Vendor’s Lawyer on the Vendor’s Lawyer’s undertakings to pay out and cause to be discharged from title to the Property such financial liens, charges, encumbrances and other claims, and to remit the balance, if any, to the Vendor;
 - (b) If the Purchaser is relying upon a new mortgage (the “**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 until after the Transfer and the mortgage documents have been lodged for registration at the appropriate Land Title Office, but only if, before such lodging, the Purchaser has done the following:
 - (i) fulfilled all of the conditions for funding of the mortgagee of the Mortgage (the “**Mortgagee**”) except lodging the Mortgage for registration; and
 - (ii) made available to the Vendor’s Lawyer a solicitor’s/notary’s undertaking to pay the Purchase Price upon lodging of the Transfer and the Mortgage documents and the advance by the Mortgagee of the Mortgage proceeds; and

- (c) The closing of the transactions contemplated hereby will otherwise be carried out in accordance with the usual practices, and on appropriate undertakings, of knowledgeable solicitors/notaries in British Columbia, and all necessary and all reasonable documents and assurances will be provided by each of the Vendor and the Purchaser.
12. 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.
13. The Purchaser represents and warrants to the Vendor that:
- (a) the Purchaser is not a non-Canadian as defined under the *Prohibition on the Purchase of Residential Property by Non-Canadians Act* (Canada);
 - (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.
14. All items included in the purchase and sale will be and remain at the risk of the Vendor until 12:01 am Pacific Daylight Time on the Closing Date. After that time, the Property and all included items will be at the risk of the Purchaser.
15. Any notice required or permitted to be given under this Agreement will be in writing and may be given by delivering, sending by email, sending by courier service, or sending by prepaid registered mail posted in Canada, the notice to the address or email address first above written of the party hereto for which such notice is intended (or to such other address or email address as any party may specify by notice in writing to another party). Any notice delivered, sent by email, or couriered on a business day will be deemed conclusively to have been effectively given on the day the notice was delivered, or the email transmission was sent successfully to the email address set out above, as the case may be. Any notice sent by prepaid registered mail will be deemed conclusively to have been effectively given on the third business day after posting; but if at the time of posting or between the time of posting and the third business day thereafter there is a strike, lockout, or other labour disturbance affecting postal service, then the notice will not be effectively given until actually delivered.

16. 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.
17. Upon this Agreement 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.
18. 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 assignee.
19. This Agreement shall be open for acceptance up to but not after 4:30 pm Pacific Daylight Time on October 8, 2025 and may be accepted by PDF email to the Purchaser.
20. Time shall be of the essence in this Agreement.
21. In this Agreement, the masculine gender and the singular shall be construed as the feminine gender and the plural where the context so requires. This Agreement shall enure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.
22. 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 British Columbia and the federal laws of Canada applicable therein, and the Parties hereto irrevocably attorn to the jurisdiction and venue of the British Columbia Courts.
23. 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.
24. 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.

25. The Agreement may be executed in several counterparts bearing PDF or electronic 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 October, 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, 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 Agreement and may take such other remedies the Purchaser has at law.

Dated on this ____ day of October, 2025.

SKYLINE FARMS LTD.

Per: _____

Per: _____

Vendor's Lawyer:

Firm: Allen & Associates
Attention: Shane Allen
Address: Suite 2, 928 – 103 Avenue
Dawson Creek, BC, V1G 2G3
Phone: (250) 782-8155
Email: info@Allen-Associates.ca

OFFER SCHEDULE "A"

Parcel Identifier: 014-451-000
Legal Description: THE EAST 1/2 OF SECTION 15 TOWNSHIP 80 RANGE 14 WEST OF THE SIXTH
MERIDIAN PEACE RIVER DISTRICT

SCHEDULE "B"

TITLE SEARCH PRINT

2025-07-18, 14:46:31

File Reference: CLHBID/wf

Requestor: Whitney Fournier

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN****

Title Issued Under	SECTION 172 LAND TITLE ACT
Land Title District Land Title Office	PRINCE GEORGE PRINCE GEORGE
Title Number From Title Number	N14012 78112M
Application Received	1978-05-09
Application Entered	1978-06-05
Registered Owner in Fee Simple Registered Owner/Mailing Address:	SKYLINE FARMS LTD., INC.NO. 174541 SUITE 10302 - 10TH STREET DAWSON CREEK, BC
Taxation Authority	Peace River Assessment District
Description of Land Parcel Identifier: Legal Description:	014-451-000 THE EAST 1/2 OF SECTION 15 TOWNSHIP 80 RANGE 14 WEST OF THE SIXTH MERIDIAN PEACE RIVER DISTRICT
Legal Notations	THIS CERTIFICATE OF TITLE MAY BE AFFECTED BY THE AGRICULTURAL LAND COMMISSION ACT, SEE AGRICULTURAL LAND RESERVE PLAN NO. 21608
Charges, Liens and Interests Nature: Registration Number: Registration Date and Time: Registered Owner:	RIGHT OF WAY 10450K 1956-08-02 10:05 WESTCOAST ENERGY INC. INCORPORATION NO. A57129 FOR CHANGE OF ADDRESS SEE FB504439
Transfer Number:	BB254889

TITLE SEARCH PRINT

2025-07-18, 14:46:31

File Reference: CLHBID/wf

Requestor: Whitney Fournier

Nature: STATUTORY RIGHT OF WAY
Registration Number: PM43638
Registration Date and Time: 1998-10-06 14:06
Registered Owner: ALLIANCE PIPELINE LTD.
INCORPORATION NO. A43477
Remarks: PARTIAL RELEASE AS TO ALL EXCEPT PART ON
PLAN PGP45849, SEE BB397809 (2007.5.11)

Nature: STATUTORY RIGHT OF WAY
Registration Number: PN48312
Registration Date and Time: 1999-12-23 13:31
Registered Owner: PEMBINA PIPELINE CORPORATION
INCORPORATION NO. A53713
Transfer Number: PT6878
Remarks: INTER ALIA

Nature: STATUTORY RIGHT OF WAY
Registration Number: CB1231229
Registration Date and Time: 2024-03-27 13:12
Registered Owner: NORTHRIVER MIDSTREAM NEBC CONNECTOR GP INC.
INCORPORATION NO. A0111634

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications

Parcel Identifier: 014-451-000
Application Number/Type: CB2142420 TO CB2142433 TRANSFER OF CHARGE OWNERSHIP