

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 land 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 May 21, 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, 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 on or before 4:30 pm (Pacific Daylight Time) on May 22, 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.
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 June 25, 2025 (the "**Closing Date**").
6. Possession of the Property will be on an "as is" basis and made available as follows:
 - a) vacant possession of the cultivated land will be subject to the Purchaser paying the Deposit; and
 - b) vacant possession of the house and shop will be subject to the Purchaser paying the closing funds on the Closing Date to the Vendor's Lawyer

(collectively, the "**Possession Date**").
7. 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.
8. 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.
9. 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.
10. 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.
11. 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.
12. 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**").

13. 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.
14. 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.
15. 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.
16. 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.
17. 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.
18. 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.
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 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. Pacific Daylight Time on May 23, 2025 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 May, 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 option may cancel this Offer and may take such other remedies the Purchaser has at law.

Dated on this ____ day of May, 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 "A"

Parcel Identifier: 013-032-259

Legal Description: DISTRICT LOT 1149 KAMLOOPS DIVISION YALE DISTRICT

Parcel Identifier: 013-028-171

Legal Description: DISTRICT LOT 1315 KAMLOOPS DIVISION YALE DISTRICT EXCEPT PART SHOWN
AS RIGHT OF WAY ON PLAN ATTACHED TO DD 23778

Parcel Identifier: 013-028-251

Legal Description: DISTRICT LOT 1339 KAMLOOPS DIVISION YALE DISTRICT EXCEPT PLANS B831
AND A668

OFFER SCHEDULE “B”
WATER LICENCE

| LICENCE NUMBER | LICENCE TYPE | PRIORITY DATE | STATUS CHANGED DATE | POD USES | WATERSHED | APPURTENANCY | SOURCE NAME | PRECINCT | PARCEL IDENTIFIER (PID) |
|-------------------|------------------|------------------|---------------------------|--|------------------------------|--------------------------------------|-----------------------------------|-------------------------------|----------------------------|
| C057618 | Surface water | 6-Feb-81 | 26-Jul-91 | PD51499 03B - Irrigation: Private @ 740088 m3/year Flag: T Rediversion: N | LNTH - Mid North Thompson | 300 AC OF L 1339 & L 1315 KDYD | SO70 - North Thompson River | 13GKamloops / North Branch | 013028171 & 13028251 |