

**OFFER TO PURCHASE**

BY AND BETWEEN:

**HENRY BRAUN, VELMA BRAUN  
& HAT CREEK LAND & 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. 345373, 850035, 345374, 344270, 344647 & 344646 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. RAN077604, RAN077673 & RAN077257 as more particularly described in the attached Schedule "A3" (the "**Licensed Lands**") subject to the approval of the Province of British Columbia.
4. The Vendor further agrees to assign to the Purchaser and the Purchaser agrees to accept such assignment of the Agricultural Lease Agreement, with British Columbia Hydro and Power Authority, as more particularly described in the attached Schedule "A4" (the "**BC Hydro Lease**") subject to the consent of British Columbia Hydro and Power Authority which has indicated consent is intended to be given to the Purchaser.
5. The Purchaser hereby offers to purchase the Property and the rights to the Leased Lands, Licenced Lands and BC Hydro Lease for the sum of the Closing Bid on the CLHbid.com auction taking place on October 1, 2024 being \$ \_\_\_\_\_ (the "**Purchase Price**") and shall be payable as follows:

\$ \_\_\_\_\_ 20% Deposit paid to Carter, Lock & Horrigan further described in Section 6.

\$ \_\_\_\_\_ 80% balance payable, subject to adjustments, Transaction Fee, Option Price and Option Transaction Fee, payable on or before the Closing Date to the Vendor's Lawyer

\$ \_\_\_\_\_ **PURCHASE PRICE**

6. The Purchaser agrees to submit on or before 4:30 pm (Pacific Daylight Time) on October 2, 2024 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.
7. 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.
8. The Purchase Price shall be paid in full on or before November 12, 2024 (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, Licenced Lands and the BC Hydro Lease.
9. Possession of the Property, Leased Lands, Licenced Lands and BC Hydro Lease will be made available as follows:
  - a) The Property will be made available upon the Purchaser paying closing funds, to the Vendor’s Lawyer, on the Closing Date;
  - b) The Leased Lands and Licenced Lands will be subject to the Purchaser paying closing funds to the Vendor’s Lawyer, on the Closing Date. 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; and
  - c) The BC Hydro Lease will be subject to the Purchaser paying closing funds to the Vendor’s Lawyer, on the Closing Date and upon receipt of confirmation from British Columbia Hydro and Power Authority (“**BC Hydro**”). The Vendor shall execute any and all assignment documents required by the BC Hydro to facilitate the transfer of the BC Hydro Lease to the Purchaser whether required on or before, or after, the Closing Date.

**Should the Purchaser forego the option to purchase the cattle and/ or the hay , as set out on Schedule “D”, the Vendor shall have until November 15, 2024 to collect all cattle/ remove the hay from the Property, Leased Lands, Licenced Lands and the BC Hydro Lease and for the purpose of collecting and removing cattle/hay shall be entitled to use all facilities on the Property without impediment.**

10. 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 as of October 1, 2024.
11. 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.
12. All documents required to give effect to this contract will be delivered by 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.
13. 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 licences (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.
14. 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.
15. 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**").
16. 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.
17. 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.

18. All buildings on the Property, BC Hydro Lease 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, BC Hydro Lease and all other items will be at the risk of the Purchaser.
19. The Vendor has agreed to offer to the Purchaser the option to purchase the ranch equipment, livestock as well as hay 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 October 2, 2024 by way of email to [tyler@clhbid.com](mailto:tyler@clhbid.com).
20. The Purchaser agrees to pay to CLHbid a transaction fee on any option exercised (as set out in Schedule "D") equal to 1.25% of the option price plus GST (the "**Option Transaction Fee**"), in addition to the Purchase Price. The Option Transaction Fee will appear on the Statement of Adjustments.
21. 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.
22. 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.
23. 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.
24. All normal adjustments for the Property, Leased Lands, Licenced Lands and BC Hydro Lease including but not limited to taxes, leases, rent, and interest shall be adjusted as at noon Pacific Daylight Time on the Closing Date.
25. 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.
26. 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 although they may be the subject of adjustment in the Statement of Adjustments at Closing

27. 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.
28. 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, Licenced Lands and BC Hydro Lease or any adjacent land or lands in close proximity to the Property, Leased Lands, Licenced Lands and BC Hydro Lease or otherwise which may in any way directly or indirectly affect the Property and Licenced Lands or regarding this Offer other than what is written herein.
29. Henry Braun and Velma Braun represent and warrant 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 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);
  - (c) they have the legal right to sell the Property; and
  - (d) they have the right to submit an application for assignment on the Leased Lands and Licenced Lands.
30. Hat Creek Land & Cattle Company Ltd. represents and warrants to the Purchaser that:
  - (a) it has full corporate power and corporate authority to execute this Agreement and fully perform all of its obligations herein; and
  - (b) within the meaning of the Income Tax Act of Canada, it 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.
31. 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.
32. 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.
33. This Offer shall be open for acceptance up to but not after 4:30 p.m. Pacific Daylight Time on October 3, 2024 and may be accepted by PDF email to the Purchaser.
34. Time shall be of the essence in this Offer.
35. This Offer is not assignable by the Purchaser to another party without the prior written consent of the Vendor which may be arbitrarily withheld.

- 36. 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.
- 37. 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 at \_\_\_\_\_, in the Province of British Columbia, on this \_\_\_\_ day of October, 2024.

\_\_\_\_\_  
*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 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 at \_\_\_\_\_, in the Province of British Columbia, on this \_\_\_\_ day of October, 2024.

\_\_\_\_\_  
**HENRY BRAUN**

\_\_\_\_\_  
**VELMA BRAUN**

**HAT CREEK LAND & CATTLE COMPANY LTD.**

\_\_\_\_\_  
Per:

\_\_\_\_\_  
Per:

\_\_\_\_\_  
Per:

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 "A"- 1 OF 4****OWNED BY HENRY BRAUN AND VELMA BRAUN:**

<b>PID NO.:</b>	<b>LEGAL DESCRIPTION:</b>	<b># OF ACRES:</b>
005-042-470	LOT A DISTRICT LOT 1072 AND OF SECTION 6 TOWNSHIP 20 RANGE 26 WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT PLAN 26689	161.7
013-566-270	THAT PART OF LEGAL SUBDIVISION 9 SECTION 31 WHICH ARE NOT CONTAINED WITHIN THE LIMITS OF DISTRICT LOT 1072 KAMLOOPS DIVISION YALE DISTRICT; TOWNSHIP 19 RANGE 26 WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT	
013-566-300	THAT PART OF LEGAL SUBDIVISION 10 SECTION 31 WHICH ARE NOT CONTAINED WITHIN THE LIMITS OF DISTRICT LOT 1072 KAMLOOPS DIVISION YALE DISTRICT; TOWNSHIP 19 RANGE 26 WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT	152
013-566-318	THAT PART OF LEGAL SUBDIVISION 16 SECTION 31 WHICH ARE NOT CONTAINED WITHIN THE LIMITS OF DISTRICT LOT 1072 KAMLOOPS DIVISION YALE DISTRICT; TOWNSHIP 19 RANGE 26 WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT	
013-566-377	LEGAL SUBDIVISION 11 OF SECTION 31 TOWNSHIP 19 RANGE 26 WEST OF THE 6 <sup>TH</sup> MERIDIAN KAMLOOPS DIVISION YALE DISTRICT	
014-161-184	LEGAL SUBDIVISION 12 OF SECTION 31 TOWNSHIP 19 RANGE 26 WEST OF THE 6 <sup>TH</sup> MERIDIAN KAMLOOPS DIVISION YALE DISTRICT	40.1
014-161-231	LEGAL SUBDIVISION 13 OF SECTION 31 TOWNSHIP 19 RANGE 26 WEST OF THE 6 <sup>TH</sup> MERIDIAN KAMLOOPS DIVISION YALE DISTRICT	40.1
014-161-249	LEGAL SUBDIVISION 4 OF SECTION 6 TOWNSHIP 20 RANGE 26 WEST OF THE 6 <sup>TH</sup> MERIDIAN KAMLOOPS DIVISION YALE DISTRICT EXCEPT THE EASTERLY 5 CHAINS THEREOF	30
014-161-257	LEGAL SUBDIVISION 5 OF SECTION 6 TOWNSHIP 20 RANGE 26 WEST OF THE 6 <sup>TH</sup> MERIDIAN KAMLOOPS DIVISION YALE DISTRICT EXCEPT THE EASTERLY 5 CHAINS THEREOF	30
014-161-265	LEGAL SUBDIVISION 14 OF SECTION 31 TOWNSHIP 19 RANGE 26 WEST OF THE 6 <sup>TH</sup> MERIDIAN KAMLOOPS DIVISION YALE DISTRICT	40.1
014-161-273	THAT PART OF LEGAL SUBDIVISION 15 OF SECTION 31 LYING WEST OF THE WESTERN LIMIT OF DISTRICT LOT 1072 KAMLOOPS DIVISION YALE DISTRICT; TOWNSHIP 19 RANGE 26 WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT	7.925
014-162-008	LEGAL SUBDIVISION 3 OF SECTION 6 TOWNSHIP 20 RANGE 26 WEST OF THE 6 <sup>TH</sup> MERIDIAN KAMLOOPS DIVISION YALE DISTRICT	40
014-162-016	LEGAL SUBDIVISION 6 OF SECTION 6 TOWNSHIP 20 RANGE 26 WEST OF THE 6 <sup>TH</sup> MERIDIAN KAMLOOPS DIVISION YALE DISTRICT	40
014-162-024	THAT PART OF LEGAL SUBDIVISION 2 OF SECTION 6 LYING WEST OF THE WESTERN LIMIT OF DISTRICT LOT 1072 KAMLOOPS DIVISION YALE DISTRICT; TOWNSHIP 20 RANGE 26 WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT	8.097
014-162-032	THAT PART OF LEGAL SUBDIVISION 7 OF SECTION 6 LYING WEST OF THE WESTERN LIMIT OF DISTRICT LOT 1072 KAMLOOPS DIVISION YALE DISTRICT;	7.7



	TOWNSHIP 20 RANGE 26 WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT	
014-162-067	THE EASTERLY 5 CHAINS OF LEGAL SUBDIVISION 4 OF SECTION 6 TOWNSHIP 20 RANGE 26 WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT	10
014-162-075	THE EASTERLY 5 CHAINS OF LEGAL SUBDIVISION 5 OF SECTION 6 TOWNSHIP 20 RANGE 26 WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT	10
014-162-105	THAT PART OF LEGAL SUBDIVISION 10 OF SECTION 6 NOT CONTAINED WITHIN THE LIMITS OF DISTRICT LOT 1072 KAMLOOPS DIVISION YALE DISTRICT; TOWNSHIP 20 RANGE 26 WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT	9.4

**OWNED BY HAT CREEK LAND & CATTLE COMPANY LTD.**

<b>PID NO.:</b>	<b>LEGAL DESCRIPTION:</b>	<b># OF ACRES:</b>
010-367-284	THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 20 TOWNSHIP 19 RANGE 26 WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT	80
010-367-314	THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 29 TOWNSHIP 19 RANGE 26 WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT	80
010-367-381	THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 29 TOWNSHIP 19 RANGE 26 WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT	80
010-367-420	THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 29 TOWNSHIP 19 RANGE 26 WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT	80
010-367-497	THE NORTH EAST 1/4 OF SECTION 30 TOWNSHIP 19 RANGE 26 WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT	160
010-367-543	THE NORTH EAST 1/4 OF SECTION 18 TOWNSHIP 19 RANGE 26 WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT	160
014-646-048	THE NORTH EAST 1/4 OF SECTION 19 TOWNSHIP 19 RANGE 26 WEST OF THE 6 <sup>TH</sup> MERIDIAN KAMLOOPS DIVISION YALE DISTRICT	160
014-646-064	THE NORTH WEST 1/4 OF SECTION 17 TOWNSHIP 19 RANGE 26 WEST OF THE 6 <sup>TH</sup> MERIDIAN KAMLOOPS DIVISION YALE DISTRICT	160
014-646-072	THE SOUTH EAST 1/4 OF SECTION 19 TOWNSHIP 19 RANGE 26 WEST OF THE 6 <sup>TH</sup> MERIDIAN KAMLOOPS DIVISION YALE DISTRICT	160
014-646-099	THE SOUTH WEST 1/4 OF SECTION 20 TOWNSHIP 19 RANGE 26 WEST OF THE 6 <sup>TH</sup> MERIDIAN KAMLOOPS DIVISION YALE DISTRICT	160
014-646-102	THE NORTH WEST 1/4 OF SECTION 29 TOWNSHIP 19 RANGE 26 WEST OF THE 6 <sup>TH</sup> MERIDIAN KAMLOOPS DIVISION YALE DISTRICT	160
014-646-111	THE SOUTH EAST 1/4 OF SECTION 30 TOWNSHIP 19 RANGE 26 WEST OF THE 6 <sup>TH</sup> MERIDIAN KAMLOOPS DIVISION YALE DISTRICT	160
014-646-129	THE SOUTH EAST 1/4 OF SECTION 31 TOWNSHIP 19 RANGE 26 WEST OF THE 6 <sup>TH</sup> MERIDIAN KAMLOOPS DIVISION YALE DISTRICT	160

**OFFER SCHEDULE "A"- 2 OF 4****RIGHTS OWNED BY HENRY BRAUN AND VELMA BRAUN:**

- **Disposition No.:** 345373. *Please note 853357 is DTID, Lease No. is 345373*  
**Legal Description:** That part of the North 1/2 of Section 32, Township 19, Range 26, West of the Sixth Meridian, together with Sections 5, and 8, and all that Unsurveyed Crown land, within Township 20, Range 26, West of the Sixth Meridian, Kamloops Division Yale District, containing 907.71 hectares more or less  
**Total Hectares/ Acres:** 2,242.95 Acres (907.71 Hectares)  
**Commencement Date:** January 12, 2007  
**Term:** Terminates on the 20<sup>th</sup> anniversary date of the Commencement Date, or such earlier date provided for in the Grazing Lease Agreement and despite any other provisions of the Lease Agreement  
**Grazing Capacity**  
**Animal Unit Month ("AUM"):** 400
- **Disposition No.:** 850035. *Please note 850035 is DTID. Previous Lease No. is 345375*  
**Legal Description:** Those parts of Sections 30 and 31, Township 19, Range 26, West of the Sixth Meridian, Kamloops Division of Yale District and containing 94.90 hectares, more or less  
**Total Hectares/ Acres:** 234.49 Acres (94.9 Hectares)  
**Commencement Date:** August 26, 2006  
**Term:** Terminates on the 20<sup>th</sup> anniversary date of the Commencement Date, or such earlier date provided for in the Grazing Lease Agreement and despite any other provisions of the Lease Agreement  
**Grazing Capacity**  
**Animal Unit Month ("AUM"):** 60
- **Disposition No.:** 345374. *Please note 875669 is DTID, Lease No. is 345374.*  
**Legal Description:** That part of Section 5, Township 21, Range 26, West of the Sixth Meridian; Those parts of Sections 6, 7, 17, 18, 19, 20, 29, 30 and 32, Township 20, Range 26, West of the Sixth Meridian, all of Kamloops Division of Yale District and containing 1,594.2 hectares, more or less.  
**Total Hectares/ Acres:** 3,939.26 Acres (1,594.2 Hectares)  
**Commencement Date:** December 1, 2009  
**Term:** Terminates on the 20<sup>th</sup> anniversary date of the Commencement Date, or such earlier date provided for in the Grazing Lease Agreement and despite any other provisions of the Lease Agreement  
**Grazing Capacity**  
**Animal Unit Month ("AUM"):** 500

**RIGHTS OWNED BY HAT CREEK LAND & CATTLE COMPANY LTD.**

- **Disposition No.:** 344270  
**Legal Description:** That part of Section 33 together with those parts of the South 1/2 of Section 32, the Northeast 1/4 of Section 29 and the Fractional North 1/2 of Section 28, all Township 19, Range 26, West of the Sixth Meridian, Kamloops Division of Yale District, containing 568.70 hectares, more or less  
**Total Hectares/ Acres:** 1,405.25 Acres (568.7 Hectares)  
**Commencement Date:** January 18, 2007  
**Term:** Terminates on the 20<sup>th</sup> anniversary date of the Commencement Date, or such earlier date provided for in the Grazing Lease Agreement and despite any other provisions of the Lease Agreement  
**Grazing Capacity Animal Unit Month ("AUM"):** 125
- **Disposition No.:** 344647  
**Legal Description:** That part of the West 1/2 of Section 19; That part of the Southwest 1/4 and South 1/2 of the Northwest 1/4 of Section 30, together with all that Unsurveyed Crown land situated in the vicinity of Pockock Creek, all of Township 19, Range 26, West of the Sixth Meridian, Kamloops Division of Yale District and containing 416.6 hectares more or less.  
**Associated Private Properties:** Please refer back to Grazing Lease Agreement  
**Total Hectares/ Acres:** 1029.41 Acres (416.6 Hectares)  
**Commencement Date:** June 22, 2008  
**Term:** Terminates on the 20<sup>th</sup> anniversary date of the Commencement Date, or such earlier date provided for in the Grazing Lease Agreement and despite any other provisions of the Lease Agreement  
**Grazing Capacity Animal Unit Month ("AUM"):** 250
- **Disposition No.:** 344646  
**Legal Description:** Those portions of Section 17, 20, 28 and 29, Township 19, Range 26, West of the Sixth Meridian, Kamloops Division of Yale District, containing 269.8 hectares, more or less  
**Total Hectares/ Acres:** 666.67 Acres (269.8 Hectares)  
**Commencement Date:** June 22, 2008  
**Term:** Terminates on the 20<sup>th</sup> anniversary date of the Commencement Date, or such earlier date provided for in the Grazing Lease Agreement and despite any other provisions of the Lease Agreement  
**Grazing Capacity Animal Unit Month ("AUM"):** 225

**OFFER SCHEDULE "A"- 3 OF 4****RIGHTS OWNED BY HAT CREEK LAND & CATTLE COMPANY LTD.**

- **Disposition No.:** RAN077604
- Agreement Area:** Please see the Exhibit "A" to the Grazing Licence Agreement
- Total Acres:** 8,518.98 Acres (3,447.51 Hectares)
- Effective Date:** January 1, 2023
- Term:** 25 Years
- Expiry Date:** December 31, 2047
- Grant of Rights:** The Agreement Holder may graze livestock
- Grazing Capacity**
- Animal Unit Month ("AUM"):** 687
  
- **Disposition No.:** RAN077673
- Agreement Area:** Please see Exhibit "A" to the Grazing Licence Agreement
- Total Acres:** 40,634.55 Acres (16,444.22 Hectares)
- Effective Date:** January 1, 2024
- Term:** 25 Years
- Expiry Date:** December 31, 2048
- Grant of Rights:** The Agreement Holder may graze livestock
- Grazing Capacity**
- Animal Unit Month ("AUM"):** 1,118
  
- **Disposition No.:** RAN077257
- Agreement Area:** Please see Exhibit "A" to the Grazing Licence Agreement
- Total Acres:** 12,377.13 Acres (5,008.85 Hectares)
- Effective Date:** January 1, 2021
- Term:** 25 Years
- Expiry Date:** December 31, 2045
- Grant of Rights:** The Agreement Holder may graze livestock
- Grazing Capacity**
- Animal Unit Month ("AUM"):** 474

**OFFER SCHEDULE "A"- 4 OF 4**  
**AGRICULTURAL LEASE**

**RIGHTS OWNED BY HAT CREEK LAND & CATTLE COMPANY LTD.**

<b>Landlord:</b>	British Columbia Hydro and Power Authority
<b>Legal Description for Duck Ranch:</b>	PID: 014-644-576 THE NORTH WEST 1/4 OF SECTION 7 TOWNSHIP 20 RANGE 26 WEST OF THE 6 <sup>TH</sup> MERIDIAN KAMLOOPS DIVISION YALE DISTRICT (160 Acres)
	PID: 014-644-592 THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 18 TOWNSHIP 20 RANGE 26 WEST OF THE 6 <sup>TH</sup> MERIDIAN KAMLOOPS DIVISION YALE DISTRICT (80 Acres)
	PID: 014-644-606 THE SOUTH WEST 1/4 OF SECTION 18 TOWNSHIP 20 RANGE 26 WEST OF THE 6 <sup>TH</sup> MERIDIAN KAMLOOPS DIVISION YALE DISTRICT (160 Acres)
	PID: 014-644-614 THE SOUTH 1/2 OF SECTION 24 TOWNSHIP 20 RANGE 27 WEST OF THE 6 <sup>TH</sup> MERIDIAN KAMLOOPS DIVISION YALE DISTRICT (320 Acres)
<b>Total Acres for Duck Ranch:</b>	720 Acres +/-
<b>Legal Description for Parke No. 1 Ranch:</b>	PID: 014-685-442 THE NORTHEAST 1/4 OF SECTION 24 TOWNSHIP 20 RANGE 27 WEST OF THE 6 <sup>TH</sup> MERIDIAN KAMLOOPS DIVISION YALE DISTRICT (160 Acres)
	PID: 014-685-451 THE NORTHWEST 1/4 OF SECTION 24 TOWNSHIP 20 RANGE 27 WEST OF THE 6 <sup>TH</sup> MERIDIAN KAMLOOPS DIVISION YALE DISTRICT (160 Acres)
	PID: 008-717-788 THAT PART OF LOT 1 SHOWN ON PLAN E8316; SECTION 19 TOWNSHIP 20 RANGE 26 WEST OF THE 6 <sup>TH</sup> MERIDIAN KAMLOOPS DIVISION YALE DISTRICT PLAN 15756 (29 Acres)
	PID: 008-717-842 LOT 2 SECTION 19 TOWNSHIP 20 RANGE 26 WEST OF THE 6 <sup>TH</sup> MERIDIAN KAMLOOPS DIVISION YALE DISTRICT PLAN 15756 EXCEPT THAT PART THEREOF WHICH LIES TO THE EAST OF THE EASTERLY BOUNDARY OF THE MOST EASTERLY 66 FOOT ROAD SHOWN ON PLAN 15756 (211.01 Acres)
<b>Total Acres for Parke Ranch:</b>	560.01 Acres +/-
<b>Grand Total for Lease:</b>	1,280.01 +/-
<b>Effective Date:</b>	June 1, 2014
<b>Term:</b>	As per the Amendment to Agricultural Lease dated February 28, 2023 with an effective date of June 1, 2022 (the "Effective Date"), the term of the Lease shall be extended for a further period of eight years
<b>Expiry Date:</b>	May 31, 2030 (as per Amendment to Agricultural Lease Agreement)
<b>Permitted Purposes:</b>	Farming and Ranching purposes only
<b>Management Plan:</b>	Please see Schedule 4 to the Agricultural Lease Agreement
<b>Annual Rental:</b>	\$17,000.00 plus GST (the "Basic Rent"). In addition to the Basic Rent, Additional Rent is applicable.

**OFFER SCHEDULE "B"**  
**WATER LICENCES**

LICENCE NUMBER	LICENCE TYPE	LICENCE STATUS	PURPOSE USE	PARCEL IDENTIFIER	PRIORITY DATE	STATUS DATE	FILE NUMBER	QUANTITY	UNITS	POINTS CODE
501908	Groundwater	Current	Irrigation: Private	010367314, 010367420 & 014646102	2000-08-01	4/28/2020	20009422	126850	m3/year	PW198802
501909	Groundwater	Current	Livestock & Animal	014646111	2000-08-01	4/28/2020	3006617	9130	m3/year	PW198801
503175	Surface water	Current	Land Improve: General	010367314 & 010367381	1961-11-01	4/21/2021	0239322	0	Total Flow	PD201935, PD201936 & PD201937
503236	Surface water	Current	Irrigation: Private	014646111, 010367420, 010367284 & 010367497	1912-04-11	4/23/2021	0265083	112247	m3/year	PD46408
503237	Surface water	Current	Irrigation: Private	014646111, 010367420, 010367284 & 010367497	1958-06-05	4/23/2021	0220620	19736	m3/year	PD46408
503238	Surface water	Current	Irrigation: Private	014646111, 010367420, 010367284 & 010367497	1894-03-09	4/23/2021	0035712	141850	m3/year	PD46401
503367	Surface water	Current	Irrigation: Private	014646129	1911-05-15	1/19/2022	0265615	26160	m3/year	PD202379
C025625	Surface water	Current	Irrigation: Private	014646072	1958-05-27	7/27/1991	0220513	74008.8	m3/year	PD46413
C025626	Surface water	Current	Irrigation: Private	014646072	1958-10-30	7/27/1991	0220512	160352.4	m3/year	PD46405
C025627	Surface water	Current	Irrigation: Private	014646111, 014646072 & 014646048	1958-10-30	7/27/1991	0220998	148017.6	m3/year	PD46410
C025629	Surface water	Current	Irrigation: Private	010367543	1959-12-23	7/27/1991	0222960	160352.4	m3/year	PD46406
C048718	Surface water	Current	Irrigation: Private	014646129	1919-09-29	7/27/1991	0014509	55259.904	m3/year	PD46415

F003755	Surface water	Current	Irrigation: Private	014646072	1912-06-18	7/27/1991	0265092	48105.72	m3/year	PD46405
F005793	Surface water	Current	Irrigation: Private	010367543	1912-07-18	7/27/1991	0265100	35154.18	m3/year	PD46406
F007212	Surface water	Current	Incidental - Domestic	014646099	1911-09-05	7/27/1991	0265811	2.27305	m3/day	PD46412 & PD46411
F007212	Surface water	Current	Irrigation: Private	014646099	1911-09-05	7/27/1991	0265811	12334.8	m3/year	PD46412 & PD46411
F007247	Surface water	Current	Irrigation: Private	014646072	1912-06-18	7/27/1991	0265093	82026.42	m3/year	PD46410
F007248	Surface water	Current	Irrigation: Private	014646048	1915-05-17	7/27/1991	0265544	38237.88	m3/year	PD46409
F009965	Surface water	Current	Irrigation: Private	014646048	1929-04-25	7/27/1991	0086208	94731.264	m3/year	PD46410
501893	Groundwater	Current	Livestock & Animal	005042470 & 013566318	2013-08-15	2/5/2020	20009423	9130	m3/year	PW198771
C109968	Surface water	Current	Irrigation: Private	005042470, 013566270 & 013566318	1897-02-16	2/29/1996	0241272	211418.472	m3/year	PD71316
F004577	Surface water	Current	Irrigation: Private	014161265, 014162008 & 014162016	1912-07-18	7/27/1991	0265098	236828.16	m3/year	PD46429
F008224	Surface water	Current	Irrigation: Private	013566377, 014161273, 014162067, 014162032 & 014162024	1927-08-02	7/27/1991	0076754	43171.8	m3/year	PD46429
F009602	Surface water	Current	Irrigation: Private	013566300 & 013566377	1927-08-02	7/27/1991	0076755	30220.26	m3/year	PD46428

**OFFER SCHEDULE "C"**  
**THE CHATTELS**

**Yard #1 (PID: 005-042-470):**

Two story log house on the hill which consists of 2 bedrooms, 3 bathrooms, a TV room (not finished) and a cold room. The house includes Geothermal heating, an airtight wood heater, water well, septic pump out, power, fridge and stove.

The log barn with steel roof has a bathroom, full sitting room with bar, TV and baseboard heating.

The Second home is rancher home with 4 bedrooms, 3 bathrooms (1 of which is an ensuite), an airtight wood heater, fridge, stove, washer, dryer, and heat exchanger.

**Yard #2 (PID: 013-566-300):**

1912 vintage 5 bedroom, 2 bathroom ranch house, renovated in 1996 with an airtight wood heater, septic pump out, propane forced air, heat exchanger, fridge, stove, freezer, washer and dryer.

The Second house is an early 1960's home with 3 bedrooms, 1 bathroom, fridge, stove, washer, dryer and baseboard heater.

The Property also includes a 2-stall barn with guest sleeping cabin, Quonset, 60X200 cold storage building, hopper feed grain bin and an artesian water well.

**Yard #3 (PID: 014-646-129):**

Twin Creeks yard which consists of a rancher home with 2 bedroom, 2 bathroom, airtight wood heater, and propane heat.

The guest log cabin includes 1 bedroom, 1 bathroom, an airtight wood heater and baseboard heater.

The Property also includes a 2 story art/music studio, barn, shelter, seasonal cabin, power and septic pump out.

**Yard #4 (Includes Properties from PID: 014-646-111, 010-367-284 & 010-367-314):**

88 Ranch (Ranch Headquarters)- 2 story house with 3 bedrooms, 2 bathrooms, an airtight wood heater, propane forced air furnace, washer, dryer, fridge and stove. The main yard includes working corrals, calving barn, 60x100 timber frame shop with developed upstairs (office/storage).

The 2 story bunk house includes an airtight wood heater, propane forced air and fireplace.

The 2 story house consists of 4 bedrooms, 3 bathrooms, an airtight wood heater, propane forced air furnace, fridge and stove.



**OFFER SCHEDULE "D"**

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**HAT CREEK RANCH COLLECTION  
LIVESTOCK OPTIONS**

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The High Bidder will have two (2) options for the cow herd:

'Hat Creek Ranch Collection' cow herd is primarily Angus, all females retained for breeding and are 100% home raised, one iron cow. Complete Zoetis herd health program with ScourGuard in the spring, and Ivomec in the fall. Cows have been exposed to Angus, Simmental/Angus, and Charolais herd bulls. Currently 467 mother cows that will be paired back to 420+/- . Ranch Manager will have final sort/count on the corresponding dates below. Cows are sold as a group and will not be sorted, or on choice, gate run for final numbers.

Cows Ages:

72 cows / 2 years old

59 cows / 3 years old

65 cows / 4 years old

50 cows / 5 years old

39 cows / 6 years old

42 cows / 7 years old

Balance mature

**OPTION 1: 420 BRED COWS**

- The High Bidder will be supplied preg checked cows by a veterinarian
- Exact count will be done before November 15, 2024
- The Vendor will retain the 2024 calves

**Pro-rated up or down based  
on quantity @ \$3,000.00**

**OR**

**OPTION 2: 420 COW CALF PAIRS**

- Exact count will be before November 15, 2024
- Cows will not be preg checked

**Pro-rated up or down based  
on quantity @ \$4,500.00**

**(80) BRED HEIFERS**

**@ \$3,000.00**

- Heifers will be preg checked by a Veterinarian in September and exact county will be supplied for closing
- Heifers are top cut from closed cow herd, chosen by ranch manager
- Heifers are pelvic measured

**(25) HERD BULLS**

**Pro-rated up or down based**

- Buyer will receive bulls not semen checked. Angus, Simmental/Angus, and Charolais bulls

**@ \$4,000.00**

**NOTE- IN THE EVENT THE HIGH BIDDER ELECTS TO EXERCISE THE OPTION(S), 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.

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## HAT CREEK RANCH COLLECTION HAY BALE OPTION

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### **2024 HAY BALES (*APPROXIMATELY 1,300 POUNDS*)**

**Pro-rated at \$130 a bale  
up or down for quantity**

- 2000 bales (first & second cut hay)
- Exact bale count will be supplied for closing
- Bales will be removed from hay fields and located in stack yards for closing

**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.**

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**HAT CREEK RANCH COLLECTION**  
**EQUIPMENT OPTION** *(to be sold as a package deal only)*

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**John Deere 6605 MFWD Tractor**

s/n L06605Y325549

c/w 740 LDR with bucket & grapple, 3 pt, bale unroller, 2 HYD outlets, 540/1000 PTO, LH reverser  
(bale unroller is BU1060 – s/n 12557702)**\$375,000.00****John Deere 2755 MFWD Tractor**

s/n L02755U730623

c/w 245 LDR with bucket, 2 HYD outlets, 540/1000 PTO

**(2) 2011 Honda TRX420FM ATV****John Deere 5400 MFWD Tractor**

s/n LV5400C130447

c/w 3 pt, 2 HYD outlets, 540 PTO

**John Deere Tractor TWD 3550 Tractor**

s/n OBL

c/w LDR with bucket, 3 pt, 2 HYD outlets, 540 PTO

**John Deere 6420 MFWD Tractor**

s/n LO6420K498883

c/w Premium cab, 640 LDR, bucket with grapple, bale spike, power/shift trans, LH reverser, 540/1000 PTO, 3 pt

**2011 Snake Lake t/a Gooseneck Flat Deck Trailer**

s/n 5PTGF282XB1015383

c/w beavertails, ramp

**2014 Ford F350 XLT 4x4 Crew Cab Truck**

VIN 1FT8W3B60EEA

**2012 Dodge Ram 3500 Crew Cab 4x4 Larmie Pickup**

s/n 3C63D3EL7CG215274

c/w short box, black

**2008 Can Am Wheeled ATV**

**John Deere Seeder 8300**

**John Deere 925 Rotary Pull Type Mower**

c/w 540 PTO

**John Deere 1460 Rotary Pull Type Mower**

s/n 1460X332345

c/w 540 PTO

**John Deere 215 T/A field Disc**

**Bale King 2000 Bale Processor**

c/w 1000 PTO, LH Discharge

**Kverneland 3pt Plow**

**Pipe Wagon**

**Hay Wagon**

**Cultipacker**

**Harrows**

**Rock-o-matic 546**

**3 pt Hitch Cultivator**

**Rotovator**

**3 pt Hitch Plow Blade**

**Shop Tools**

**2011 Cummings Trailer 21 ft Snake River**

**Husqvarna Chain Saw 365**

**Frontier pallet forks**

s/n XFAP12D000448

**12 ft Land Leveler**

**Morris TA 8 Bale Mover**

**New Holland 185 T/S Manure Spreader**

s/n 214963

c/w walking floor, 540 PTO, single beater

**Trailswest Hotshot Gooseneck Stock T/A Trailer**

s/n 49SS7282XEP038025

**2014 John Deere 1460 Rotary-Mower-Conditioner**

s/n CC1460X33245

**Levelwind Wire Roller**

**Jiffy 900 Bale Processor**

s/n JSB00011485

**Storage Container**

**2016 New Holland RB560 Round Baler**

**John Deere 630 Mower Condition**

**John Deere 1640 TWD Tractor**

s/n LO1640X370867

c/w Allied 495 LDR, bucket, canopy

**Husqvarna 550xp Mark II 20" Chainsaw**

**NOTE- THE OPTION PRICE DOES NOT INCLUDE GOODS AND SERVICES TAX ("GST"). THE OPTION PRICE WILL BE SUBJECT TO THE ADDITION OF GST 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.**

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